City Commission Regular Meeting
Tuesday, October 28, 2025 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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 Proclamation: Global Entrepreneurship Month

4.B Proclamation: New Smyrna Beach Housing Authority Celebrating 75 Years

4.C Proclamation: Celebrating the Centennial of the New Smyrna Beach Board of Realtors

4.D Presentation: Atlantic Center for the Arts Annual Update

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, October 14, 2025.

7.B Resolution No. 37-25: Consider the adoption of a resolution, which, if adopted would authorization for the City of New Smyrna Beach to join the Florida Short Term Asset Reserve (FLSTAR) Investment Pool.

7.C Resolution No. 38-25: Consider the adoption of a of resolution which, if adopted, would encourage and support Volusia County's efforts to seek grant funding to widen Old Mission Road to 4-lanes between Josephine Street and Park Avenue.

7.D Consider the approval to award RFQ 15-25-HR, Retirement Plan Administration, to Empower Retirement, LLC.

7.E Consider the adoption of a Memorandum of Understanding between the City and the Atlantic Center for the Arts.

7.F Consider the approval of acceptance of three (3) FIND Grant Awards - No Wake Zone Construction, North Causeway (AOB Site) Part 3 Phase 1 Design, and Law Enforcement Vessel Phase 2 Construction.

7.G Consider the approval of the extension of a contract with Allen, Norton, & Blue to provide services as the City's outside labor attorney.

7.H Special Event: Consider the approval of the IMAGES, A Festival of the Arts to be held on Friday January 23rd thru Sunday January 25th, 2026.

7.I Special Event: Consider the approval of the MOPARS at the Beach Cruise In and Lighting Display Event on Canal Street, to be held on Thursday, March 12, 2026.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of authorization to initiate a fire assessment study with Alfred Benesch & Company and to publish a notice of intent in a newspaper of general circulation to use the uniform method of assessment collection, as required by Florida Statutes, in order to preserve the City's ability to implement a non-ad valorem fire assessment in Fiscal Year 2027.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 65-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend Section 504.02, R-2 Single-Family Residential, Special Exception Use of School and or a House of Worship.

10.B Ordinance No. 66-25: Conduct a Second Reading and Public Reading of an Ordinance, which, if adopted, would annex approximately 0.45 + acres of land located at 125 Jungle Road.

10.C Ordinance No. 67-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to Medium Density Residential on property located at 125 Jungle Road as part of an overall annexation application.

10.D Ordinance No. 68-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would rezone approximately 0.45 + acres of land located at 125 Jungle Road as part of an overall annexation application.

10.E Ordinance No. 69-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would annex approximately 12.88 + acres of land located at 824 Ingham Road.

10.F Ordinance No. 70-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Low Density Residential for property located at 824 Ingham Road as part of an overall

annexation application.

10.G Ordinance No. 71-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would rezone approximately 12.88 + acres of land located at 824 Ingham Road to R-2, Single-Family Residential as part of an overall annexation application.

10.H Ordinance No. 72-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would annex approximately 2.66 + acres of land located at 736 Louella Street.

10.I Ordinance No. 73-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan amendment on approximately 2.66 + acres changing the Future Land Use to Rural on a property located at 736 Louella Street as part of an overall annexation application.

10.J Ordinance No. 74-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would rezone approximately 2.66 + acres of land to A-3, Transitional Agriculture for property located 736 Louella Street as part of an overall annexation application.

10.K Ordinance No. 75-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to CFB Outdoors Inc.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 77-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would vacate unopened rights-of-way on airport property.

11.B Ordinance No. 78-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would vacate Birch Street, between Slatton Street and Chisholm Street.

12. BOARDS AND COMMISSIONS

12.A Planning and Zoning Board Appointment: Consider the appointment of two

(2) members to the Planning and Zoning Board to serve three (3) year terms expiring on November 1, 2028.

12.B Police Pension Board: Consider the reappointment of one (1) member to serve a two (2) year term, set to expire on October 2, 2027.

12.C Fire Pension Board: Consider the appointment of one (1) citizen to serve a four (4) year term, set to expire on November 1, 2029.

12.D Board Vacancy Notice: The Turnbull Creek Land Preservation Commission has one (1) vacancy due to a resignation.

12.E Board Vacancy Notice: The Housing Authority currently has two (2) vacancies due to reappointment.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

14.A Meeting Notice: 2026 City Commission Regular Meetings

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 - CITY CLERK'S OFFICE

PROCLAMATION: GLOBAL ENTREPRENEURSHIP MONTH

October 28, 2025

Background:

November marks Global Entrepreneurship Month, a time to celebrate the vision, innovation, and resilience of entrepreneurs who drive economic growth and create opportunities worldwide. This observance highlights the importance of fostering creativity, supporting small businesses, and encouraging bold ideas that strengthen our communities. By recognizing the contributions of entrepreneurs, we affirm our commitment to building a dynamic and inclusive economy for all.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

NSB Proclamation-Entrepreneurship 2025.pdf

City of New Smyrna Beach
Proclamation
Observing November
as
GLOBAL ENTREPRENEURSHIP MONTH

WHEREAS, entrepreneurship is a vital component of the local economy, fostering innovation, creativity, and job creation, and contributing significantly to the prosperity and well-being of New Smyrna Beach; and

WHEREAS, small businesses and startups form the backbone of our community, embodying the spirit of independence, self-reliance, and economic growth, while offering unique products and services that enhance the quality of life for residents and visitors alike; and

WHEREAS, the City of New Smyrna Beach recognizes the importance of supporting and empowering entrepreneurs by creating a business-friendly environment that encourages investment, nurtures innovation, and promotes opportunities for all; and

WHEREAS, the Economic Development Department, in collaboration with the Community Redevelopment Agency (CRA), is committed to providing resources, programs, and initiatives designed to help local entrepreneurs succeed, grow, and thrive within the community; and it is essential to recognize and celebrate the achievements of entrepreneurs who take risks, invest in their communities, and inspire others; and

WHEREAS, Entrepreneurship Month is an opportunity to celebrate the resilience, hard work, and dedication of entrepreneurs, while highlighting the role of entrepreneurship in driving economic development, job creation, while pursuing their dreams; and

WHEREAS, Global Entrepreneurship Week will take place from November 10 – 16, 2025; with the theme of "Together We Build". During this week the City of New Smyrna Beach along with Volusia County and communities will kick off the Volusia Innovation Challenge, a County wide Pitch Challenge whereby the winner will be selected March 26, 2026.

NOW, THEREFORE, be it proclaimed that the City of New Smyrna Beach does hereby declare the month of November as Entrepreneurship Month and encourages all residents, businesses, and community leaders to support and participate in activities that honor and promote entrepreneurial endeavors within our city.

IN WITNESS WHEREOF, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach do hereby set my hand and cause the official seal of the City of New Smyrna Beach to be affixed this 28th day of October, 2025.

_____
FRED E. CLEVELAND
MAYOR

ATTEST:

_____
SHARON HARDING
CITY CLERK

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

PROCLAMATION: NEW SMYRNA BEACH HOUSING AUTHORITY CELEBRATING 75 YEARS

October 28, 2025

Background:

The City Commission will present a proclamation to the New Smyrna Beach Housing Authority Celebrating 75 Years.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

NSB Housing Authority 75 Years.pdf

City of New Smyrna Beach
Proclamation
Recognizing the
New Smyrna Beach Housing Authority for
75 Years of Dedicated Service

WHEREAS, the New Smyrna Beach Housing Authority (NSBHA), established in 1950 by the City of New Smyrna Beach, has provided safe, affordable housing and essential services to residents of New Smyrna Beach, Edgewater, and Oak Hill for 75 years; and

WHEREAS, the NSBHA has served seniors, low-income families, at-risk youth, and individuals experiencing homelessness through housing programs, food services, and community outreach—improving the quality of life for thousands across our region; and

WHEREAS, over the decades, NSBHA has made significant and lasting contributions to our city, including the development of Donnelly Homes and Greenlawn Terrace in 1954; Live Oak and Enterprise Homes in 1962; Greenbriar Apartments, NSB Apartments, and Sandcastle Apartments in later years; and most recently, Greenlawn Manor Senior Living in 2024, providing 80 new units for low-income seniors; and

WHEREAS, the Authority has demonstrated resilience and continued growth, even in the face of challenges such as Hurricane Ian, and looks ahead to the development of 60 additional housing units in 2025, funded by Volusia County; and

WHEREAS, NSBHA's ongoing impact includes the opening of the Community Resource Center in 2017 and the development of affordable housing on Railroad Street, all part of its commitment to building a stronger, more inclusive community; and

WHEREAS, the City of New Smyrna Beach honors and celebrates the Housing Authority's steadfast service, innovation, and compassion as it marks this milestone anniversary;

NOW, THEREFORE, I, **Fred E. Cleveland**, Mayor of the City of New Smyrna Beach, do hereby proclaim the year **2025 as a Year of Celebration in Honor of the 75th Anniversary of the New Smyrna Beach Housing Authority**, and encourage all residents to join in recognizing this important achievement and the many lives improved by NSBHA's service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 28th day of October, 2025.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

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

PROCLAMATION: CELEBRATING THE CENTENNIAL OF THE NEW SMYRNA BEACH BOARD OF REALTORS

October 28, 2025

Background:

The City Commission of New Smyrna Beach will present a proclamation celebrating the Centennial of the New Smyrna Beach Board of Realtors.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Centennial of the NSB Realtors.pdf

City of New Smyrna Beach Proclamation Celebrating the Centennial of the New Smyrna Beach Board of REALTORS®

WHEREAS, the New Smyrna Beach Board of REALTORS® (NSBBOR) has proudly served the Southeast Volusia community for 100 years, upholding a legacy of excellence, integrity, and service in the real estate profession since its founding in 1925; and

WHEREAS, NSBBOR has remained steadfast in its mission of fostering PRIDE in Profession and Commitment to Community, championing the values of Members First, Integrity, Collaboration, Service, Respect, Forward Thinking, and Resilience, and guiding generations of REALTORS® in their professional and civic endeavors; and

WHEREAS, the Board has empowered its members through innovative tools, education, mentorship, and leadership development, ensuring REALTORS® are equipped to serve with excellence and uphold the highest ethical standards, while also advocating for private property rights, fair housing, diversity, equity, and inclusion, and supporting Realtor® Political Action Committee (RPAC) initiatives and civic engagement; and

WHEREAS, NSBBOR has enriched the community through scholarships, charitable partnerships, volunteerism, and advocacy for the unhoused, branding the REALTOR® name as a symbol of compassion and civic responsibility, and has fostered a culture of mentorship, collaboration, and lifelong professional growth among its members;

NOW, THEREFORE, be it resolved that the City of New Smyrna Beach does hereby recognize and celebrate the 100th Anniversary of the New Smyrna Beach Board of REALTORS® and extends its deepest appreciation for a century of service, leadership, and unwavering commitment to the betterment of our community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of New Smyrna Beach to be affixed this 28th day of October, 2025.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PRESENTATION: ATLANTIC CENTER FOR THE ARTS ANNUAL UPDATE

October 28, 2025

Background:

The Atlantic Center for the Arts will provide a presentation to the city commission regarding their work over the last year.

Fiscal Analysis:

n/a

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

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

CITY MANAGER'S REPORT

October 28, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 10-28-25 with Attachments and KC Edits.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – October 28, 2025**

Date: October 22, 2025

- Information pertaining to the upcoming November 4 special election for voters to decide on seven proposed City Charter amendments is available at 2025 Special Election | New Smyrna Beach, FL - Official Website.

- This year's Citizens Academy is underway and will continue throughout the month of October. Upcoming sessions include leisure services, community partners, cultural and environmental organizations, and economic development. Graduates will be celebrated at the November 18 City Commission Meeting.

- Continued discussions about unlawful short-term rentals and enforcement procedures with several short-term rental property owners and city staff on October 15.

- Attended the October 17 retirement celebration for Fire Chief Shawn VanDemark. Recruitment of a new Fire Chief will begin November 3. Deputy Fire Chief Dan Harshburger is serving as Interim Fire Chief. I continued meeting with members of the fire department to receive their input regarding the recruitment process for a new fire chief.

- Met with the Executive Director of the SEV Chamber of Commerce on October 21 to receive monthly update on Chamber activities.

- Attended the Volusia Manager's Association meeting on October 22 and discussed matters of mutual interest with local city and county managers.

- Will attend the 5th Annual SEV Chamber Regional Economic Summit on October 23 at the Brannon Center.

- Will attend the Volusia County Legislative Delegation Annual Meeting, October 29 in the Deland City Commission Chambers to discuss State legislative issues and the City's priority stormwater and public safety funding requests.

- Preparations are underway for the Veterans Day Ceremony scheduled for November 11 at the Brannon Center.

- City crews are busy installing decorative lights in preparation for the upcoming holiday season.

- Please find attached the September Financial Report.

- Please find attached the September Permit Issuance Report.

- Please find attached the September Digital Media Report.

- Please find attached the 3rd Quarter Advisory Boards Report

- Please find attached the August 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

SEPTEMBER 30, 2025

FINANCIAL REPORT AS OF SEPTEMBER 30, 2025

Revenues and Expenses:

- Budget vs. Actuals - Budget figures represent a full 12-month period, while actuals reflect performance from October 1 through the September 30, 2025 (12 months).
- Percent Recognized - This column adjusts for elapsed time to show how much of the annual budget has been recognized, enabling meaningful comparisons. Synonymous with progress-to-date.
- Revenue Timing - Some revenues are received 1–2 months in arrears, which may cause budget comparisons to appear delayed or behind schedule—even though they are on track.
- Capital Expenses/Grant Revenue Timing - Capital project timelines vary, and grant reimbursements are typically received after expenditures are incurred, making straight-line comparisons to the budget difficult.
- 100% of the year and 100% of the pay periods have been completed as of September 30, 2025.
- In general, actual operating revenues and expenses are tracking within the expected range of 100%, indicating alignment with budget projections for this point in the fiscal year.

FINANCIAL REPORT AS OF SEPTEMBER 30, 2025

Cash:

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

Debt:

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

GENERAL FUND

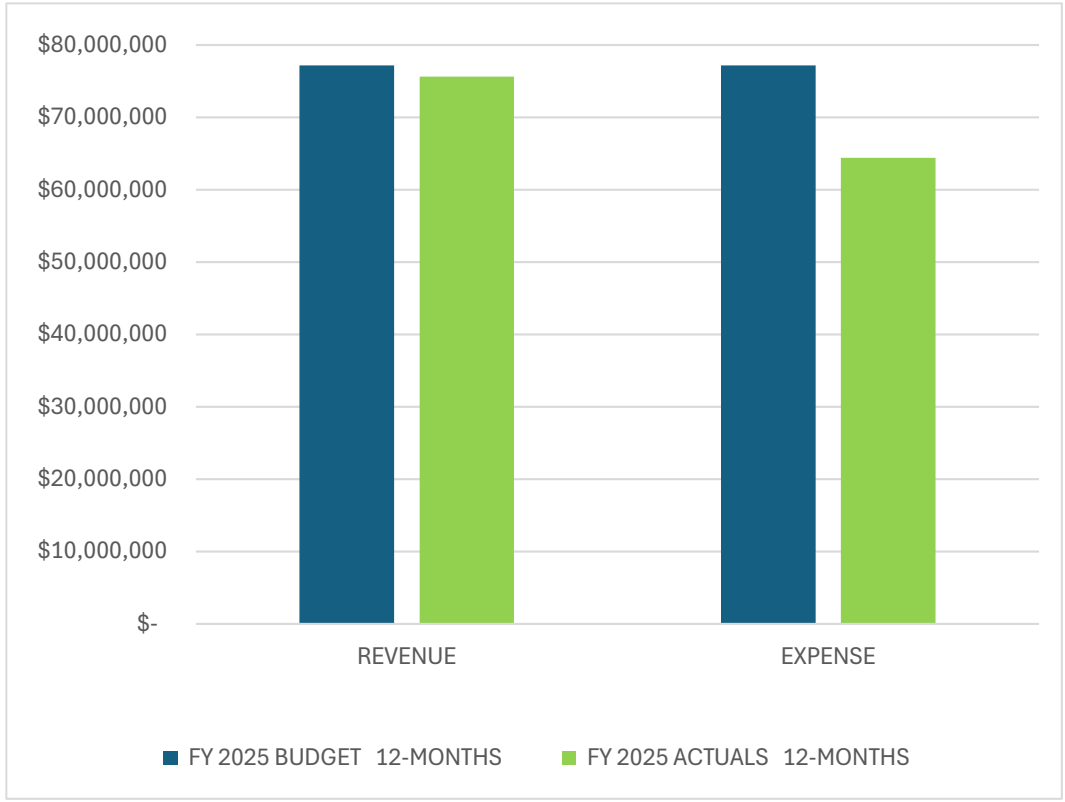
GENERAL FUND

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 SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 18,857,094	$ 19,368,032	$ 510,938	103%
REVENUES		$ 58,295,569	$ 56,231,262	$ (2,064,307)	96%
EXPENSES		$ (60,457,930)	$ (47,698,672)	$ 12,759,258	79%
NET SURPLUS (DEFICIT)		**$ (2,162,361)**	**$ 8,532,590**	**$ 10,694,951**	**-395%**
REQUIRED RESERVES		$ (12,604,431)	$ (12,604,431)	$ -	100%
OTHER RESERVES		$ (4,090,302)	$ (4,090,302)	$ -	100%
		$ (16,694,733)	**$ (16,694,733)**	**$ -**	**100%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 11,205,889**	**$ 11,205,889**	-

GENERAL FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



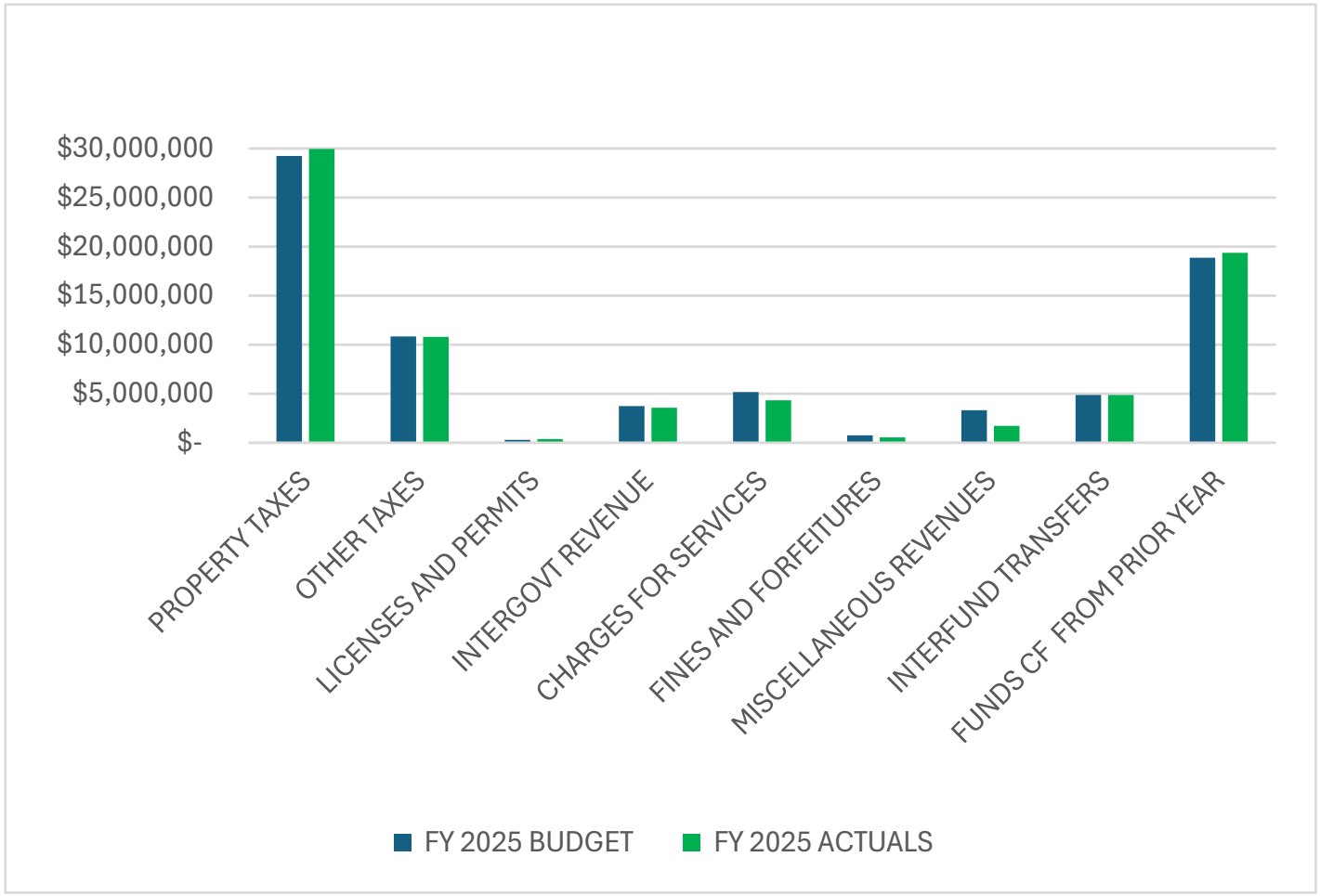
GENERAL FUND

Revenues by Type

AS OF SEPTEMBER 30, 2025	FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
PROPERTY TAXES	$ 29,256,187	$ 29,946,709	$ 690,522	102%
OTHER TAXES	$ 10,851,732	$ 10,817,793	$ (33,939)	100%
LICENSES AND PERMITS	$ 302,434	$ 398,570	$ 96,136	132%
INTERGOVT REVENUE	$ 3,763,851	$ 3,576,105	$ (187,746)	95%
CHARGES FOR SERVICES	$ 5,153,072	$ 4,335,068	$ (818,004)	84%
FINES AND FORFEITURES	$ 758,432	$ 550,544	$ (207,888)	73%
MISCELLANEOUS REVENUES	$ 3,330,181	$ 1,726,792	$ (1,603,389)	52%
INTERFUND TRANSFERS	$ 4,879,680	$ 4,879,680	$ -	100%
FUNDS CF FROM PRIOR YEAR	$ 18,857,094	$ 19,368,032	$ 510,938	103%
TOTAL REVENEUS	**$ 77,152,663**	**$ 75,599,294**	**$ (2,064,307)**	**98%**

GENERAL FUND

Revenues by Type – Budget to Actual as of September 30, 2025



GENERAL FUND

Expenses by Function

AS OF SEPTEMBER 30, 2025	FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
CITY COMMISSION	$ (407,006)	$ (393,076)	$ 13,930	97%
CITY MANAGER	$ (1,280,163)	$ (1,197,794)	$ 82,369	94%
CITY CLERK	$ (553,455)	$ (448,259)	$ 105,196	81%
FINANCE	$ (1,324,103)	$ (1,125,057)	$ 199,046	85%
INFORMATION TECHNOLOGY	$ (1,574,424)	$ (1,529,061)	$ 45,363	97%
HUMAN RESOURCES/PERSONN	$ (917,502)	$ (759,397)	$ 158,105	83%
CITY ATTORNEY	$ (741,511)	$ (719,570)	$ 21,941	97%
PLANNING & ENGINEERING	$ (1,670,402)	$ (1,511,138)	$ 159,264	90%
PUBLIC WORKS ADMINISTRA	$ (597,783)	$ (534,360)	$ 63,423	89%
FACILITY MAINTENANCE	$ (594,398)	$ (540,613)	$ 53,785	91%
GENERAL GOVERNMENT	**$ (9,660,747)**	**$ (8,758,326)**	**$ 902,421**	**91%**

GENERAL FUND

Expenses by Function (continued)

AS OF SEPTEMBER 30, 2025	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
POLICE	$ (12,557,724)	$ (10,992,718)	$ 1,565,006	88%
PARKING VIOLATIONS	$ (162,000)	$ (79,879)	$ 82,121	49%
FIRE	$ (9,766,175)	$ (8,376,574)	$ 1,389,601	86%
FIRE TRANSPORT	$ (1,798,954)	$ (912,606)	$ 886,348	51%
EMERGENCY MANAGEMENT OP	$ (49,447)	$ (21,918)	$ 27,529	44%
PUBLIC SAFETY	**$ (24,334,300)**	**$ (20,383,695)**	**$ 3,950,605**	**84%**
HURRICANES	$ (6,968,027)	$ (1,434,515)	$ 5,533,512	21%
HURRICANES	**$ (6,968,027)**	**$ (1,434,515)**	**$ 5,533,512**	**21%**
RECREATION	$ (2,022,350)	$ (1,885,276)	$ 137,074	93%
PARKS	$ (2,379,453)	$ (2,119,103)	$ 260,350	89%
SPORTS COMPLEX	$ (1,401,951)	$ (1,368,697)	$ 33,254	98%
LEISURE SERVICES	**$ (5,803,754)**	**$ (5,373,076)**	**$ 430,678**	**93%**

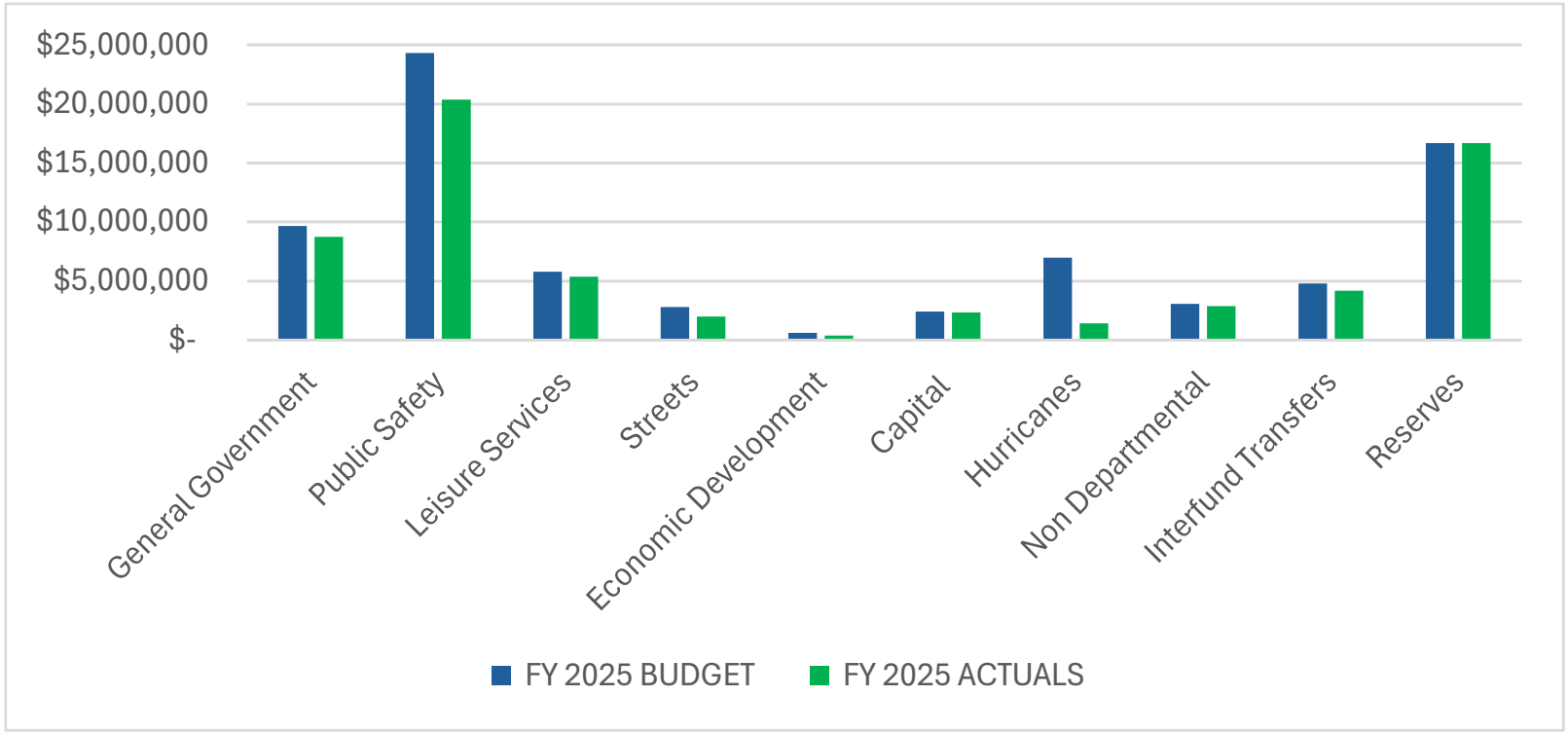
GENERAL FUND

Expenses by Function (continued)

AS OF SEPTEMBER 30, 2025	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
STREETS	$ (2,796,053)	$ (2,001,144)	$ 794,909	72%
ECONOMIC DEVELOPMENT	$ (612,975)	$ (368,937)	$ 244,038	60%
NON-DEPARTMENTAL	$ (3,083,061)	$ (2,887,002)	$ 196,059	94%
CAPITAL	$ (2,405,001)	$ (2,330,116)	$ 74,885	97%
INTERFUND TRANSFERS	$ (4,794,012)	$ (4,161,862)	$ 632,150	87%
OTHER EXPENSES	**$ (13,691,102)**	**$ (11,749,060)**	**$ 1,942,042**	**86%**
REQUIRED RESERVES	$ (12,604,431)	$ (12,604,431)	$ -	100%
OTHER RESERVES	$ (4,090,302)	$ (4,090,302)	$ -	100%
RESERVES	**$ (16,694,733)**	**$ (16,694,733)**	**$ -**	**100%**
TOTAL EXPENSES	**$ (77,152,663)**	**$ (64,393,405)**	**$ 12,759,258**	**83%**

GENERAL FUND

Expenses by Function – Budget to Actual as of September 30, 2025



GENERAL FUND

SUB FUNDS

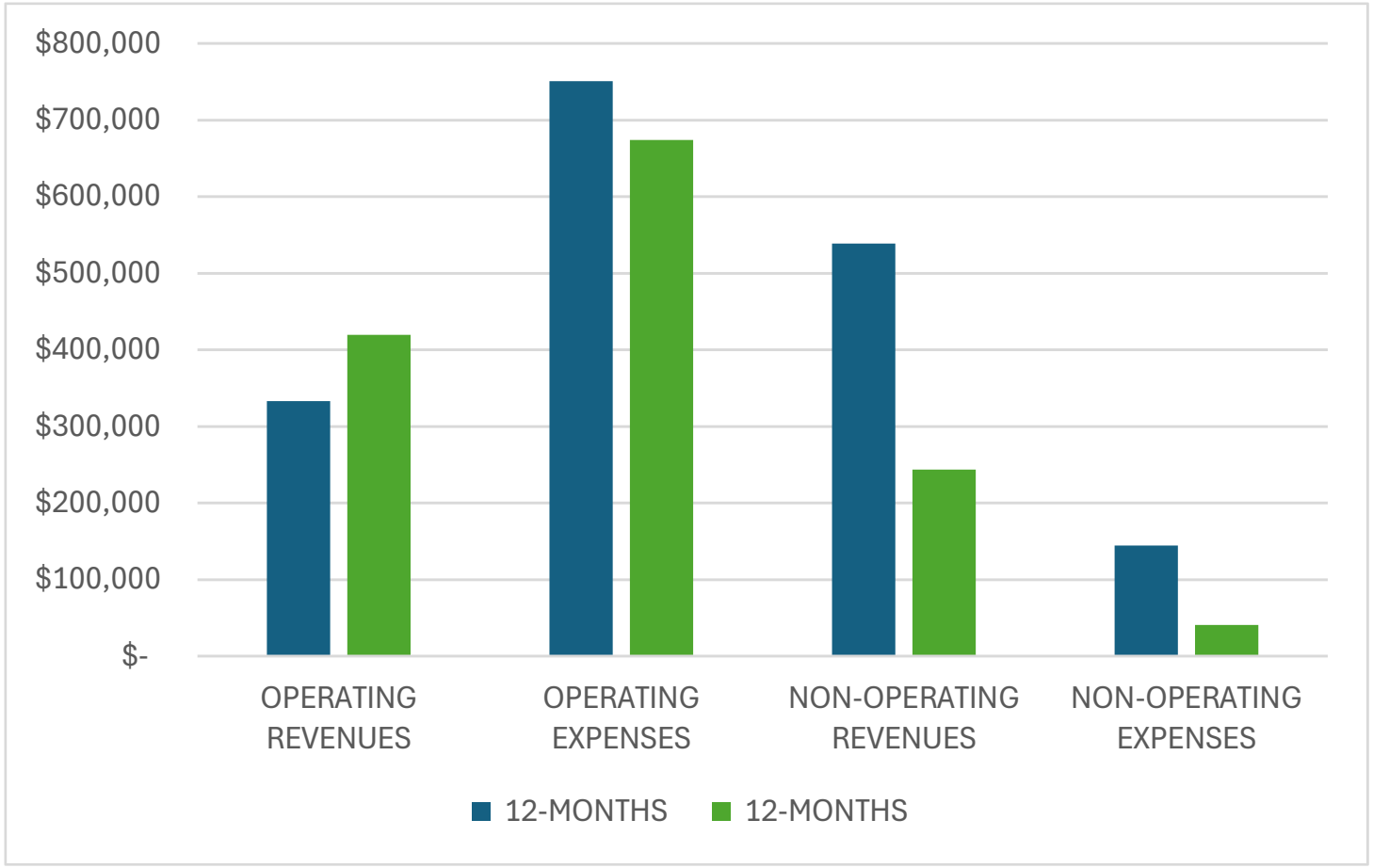
BRANNON CENTER FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 229,249	$ 229,249	$ -	100%
OPERATING REVENUES		$ 333,000	$ 419,748	$ 86,748	126%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (298,283)	$ (332,821)	$ (34,538)	112%
OPERATING EXPENSES		$ (452,681)	$ (341,178)	$ 111,503	75%
OPERATING SURPLUS (DEFICIT)		**$ (417,964)**	**$ (254,251)**	**$ 163,713**	**61%**
TRANSFER FROM GENERAL FUND		$ 309,427	$ -	$ (309,427)	-
MISCELLANEOUS REVENUES		$ -	$ 14,324	$ 14,324	-
CAPITAL OUTLAY		$ (132,712)	$ (40,867)	$ 91,845	31%
GRANTS AND AIDS		$ (12,000)	$ -	$ 12,000	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ 164,715**	**$ (26,543)**	**$ (191,258)**	**-16%**
NET SURPLUS (DEFICIT)		**$ (253,249)**	**$ (280,794)**	**$ (27,545)**	**111%**
ENDING FUND BALANCE	09/30/25	**$ (24,000)**	**$ (51,545)**	**$ (27,545)**	215%

BRANNON CENTER FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



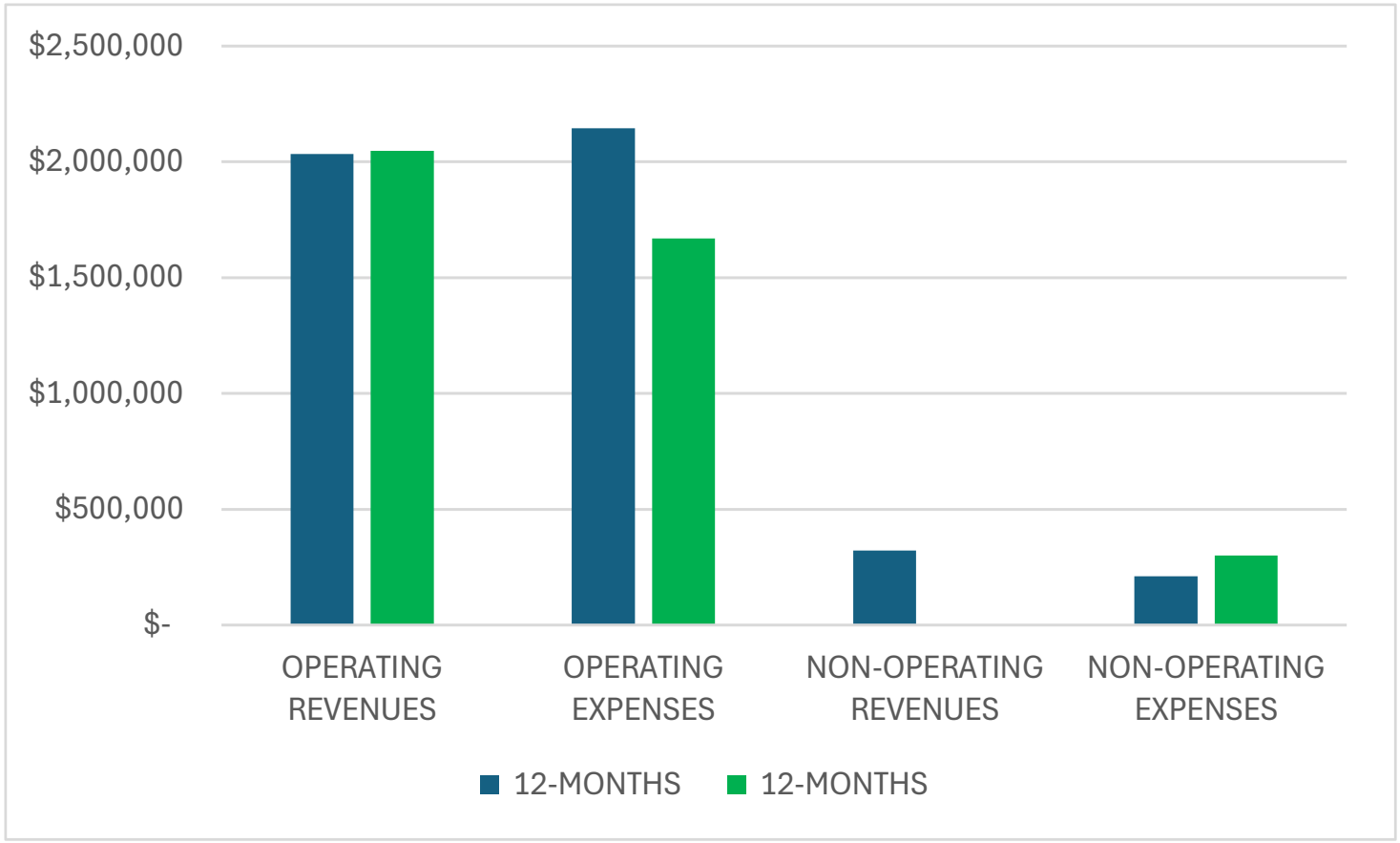
GOLF COURSE FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ -	$ -	$ -	-
OPERATING REVENUES		$ 2,033,400	$ 2,048,034	$ 14,634	101%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (1,228,714)	$ (1,054,730)	$ 173,984	86%
OPERATING EXPENSES		$ (916,760)	$ (613,766)	$ 302,994	67%
OPERATING SURPLUS (DEFICIT)		**$ (112,074)**	**$ 379,538**	**$ 491,612**	**-339%**
TRANSFER FROM GENERAL FUND		$ 322,723	$ -	$ (322,723)	0%
MISCELLANEOUS REVENUES		$ -	$ 455	$ 455	0%
CAPITAL OUTLAY		$ (187,257)	$ (276,594)	$ (89,337)	148%
DEBT SERVICE		$ (23,392)	$ (23,392)	$ 0	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ 112,074**	**$ (299,531)**	**$ (411,605)**	**-267%**
NET SURPLUS (DEFICIT)		**$ -**	**$ 80,008**	**$ 80,008**	**0%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 80,008**	**$ 80,008**	**0%**

GOLF COURSE FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



OTHER OPERATING FUNDS

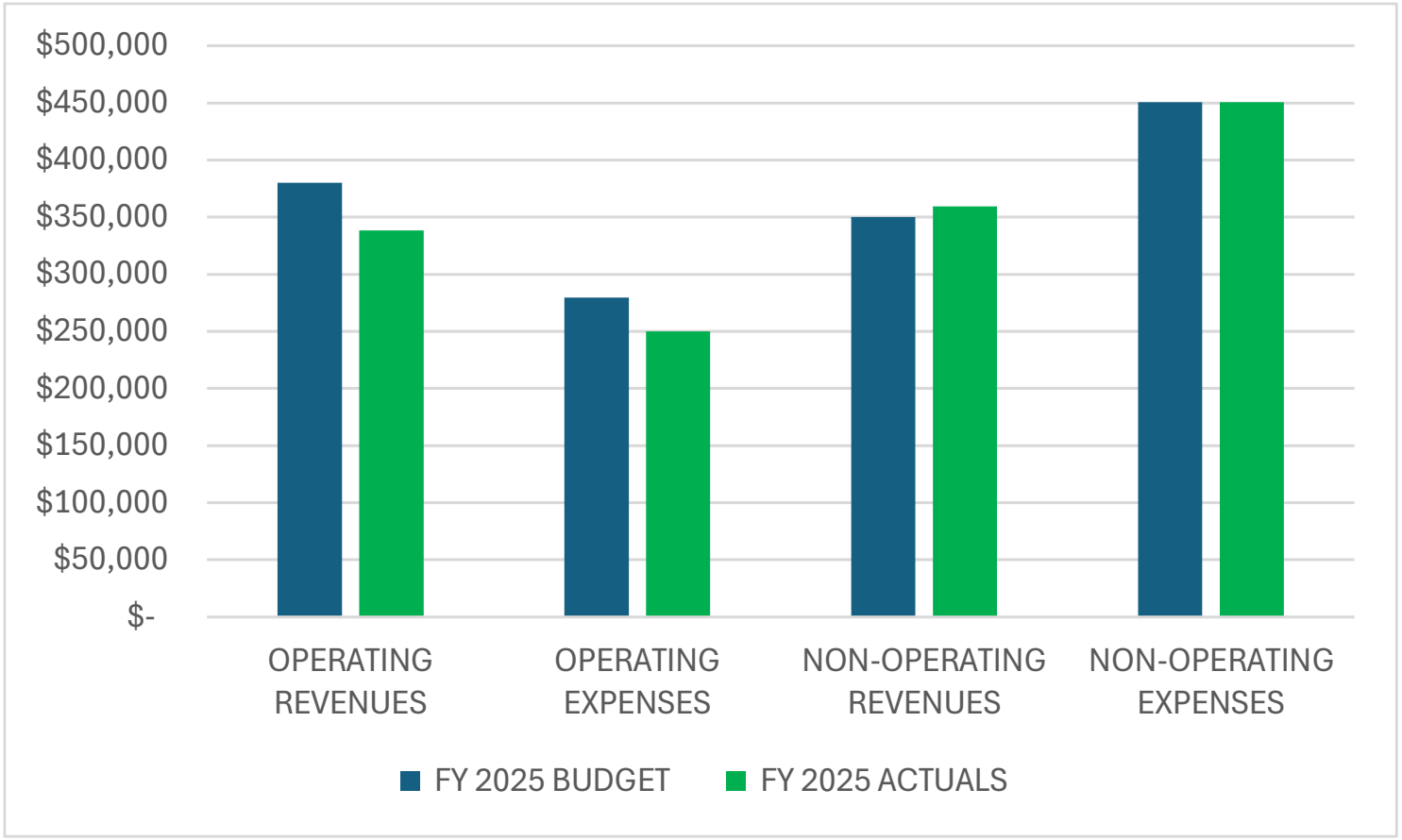
MARINA FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 350,100	$ 350,432	$ 332	100%
OPERATING REVENUES		$ 380,000	$ 338,199	$ (41,801)	89%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (177,171)	$ (173,159)	$ 4,012	98%
OPERATING EXPENSES		$ (102,320)	$ (76,634)	$ 25,686	75%
OPERATING SURPLUS (DEFICIT)		**$ 100,509**	**$ 88,406**	**$ (12,103)**	**88%**
MISCELLANEOUS REVENUES		$ -	$ 9,036	$ 9,036	-
CAPITAL OUTLAY		$ (450,609)	$ (450,590)	$ 19	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (450,609)**	**$ (441,555)**	**$ 9,054**	**98%**
NET SURPLUS (DEFICIT)		**$ (350,100)**	**$ (353,149)**	**$ (3,049)**	**101%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ (2,717)**	**$ (2,717)**	**-**

MARINA FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



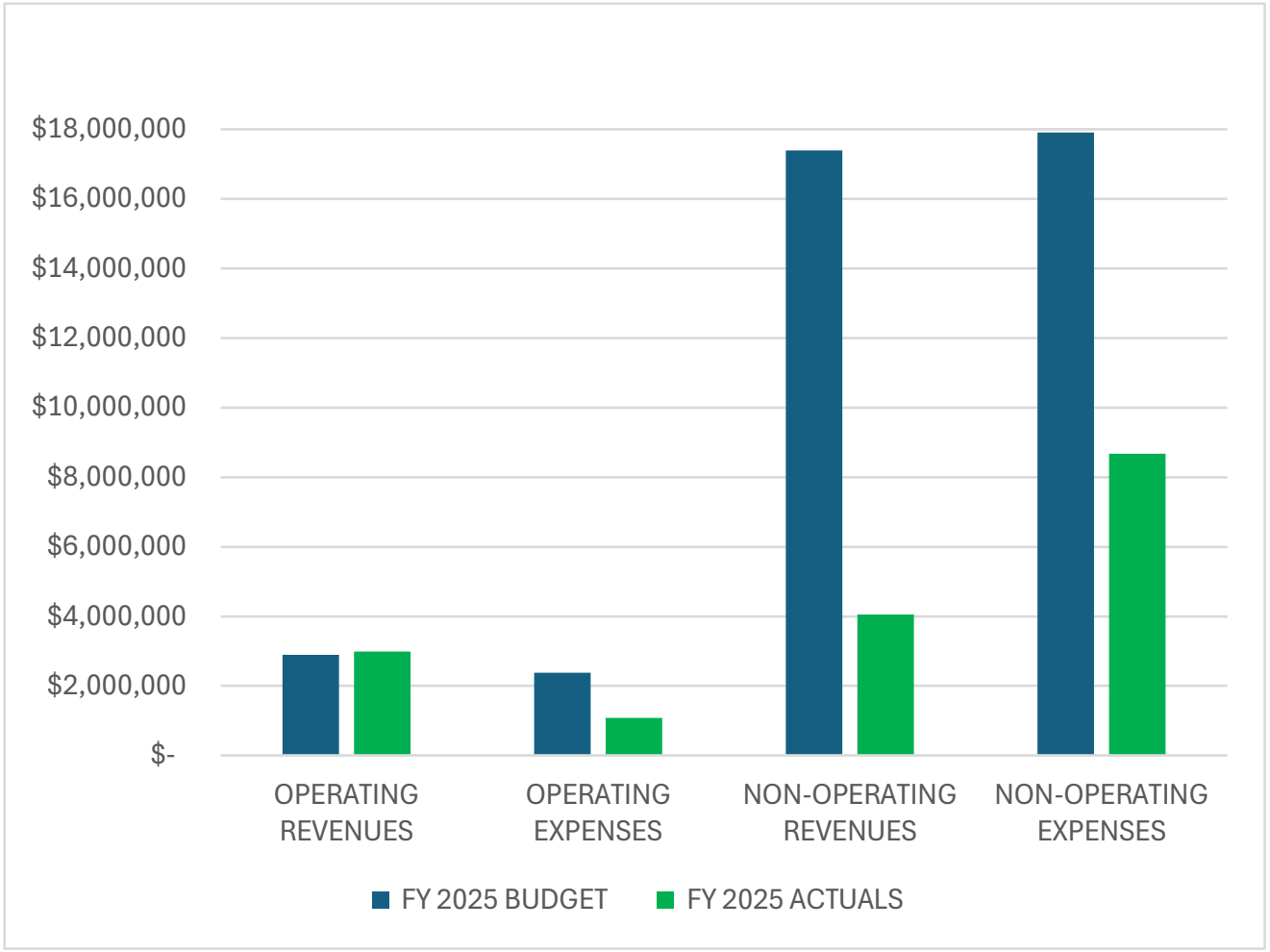
STORMWATER FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 9,630,141	$ -	$ (9,630,141)	0%
OPERATING REVENUES		$ 2,889,999	$ 2,992,300	$ 102,301	104%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (112,436)	$ (107,561)	$ 4,875	96%
OPERATING EXPENSES		$ (2,264,699)	$ (968,026)	$ 1,296,673	43%
OPERATING SURPLUS (DEFICIT)		**$ 512,864**	**$ 1,916,714**	**$ 1,403,850**	**374%**
GRANT REVENUES		$ 4,563,267	$ 1,227,671	$ (3,335,596)	27%
INTERFUND TRANSFERS IN		$ 2,484,162	$ 2,484,162	$ -	100%
MISCELLANEOUS REVENUES		$ 709,513	$ 340,310	$ (369,203)	48%
CAPITAL OUTLAY		$ (6,670,678)	$ (2,711,472)	$ 3,959,206	41%
HMP HOMEOWNER ASSISTANCE		$ (1,904,948)	$ (9,426)	$ 1,895,523	0%
INTERFUND TRANSFERS OUT		$ (5,440,552)	$ (5,440,552)	$ -	100%
OPERATING CONTINGENCY		$ (3,371,684)	$ (2,494)	$ 3,369,190	0%
REQUIRED RESERVES		$ (512,085)	$ (512,085)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (10,143,005)**	**$ (4,623,886)**	**$ 5,519,119**	**46%**
NET SURPLUS (DEFICIT)		**$ (9,630,141)**	**$ (2,707,172)**	**$ 6,922,969**	**28%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ (2,707,172)**	**$ (2,707,172)**	**-**

STORMWATER FUND

Revenue and Expenses – Budget to Actual as of September 30, 2025



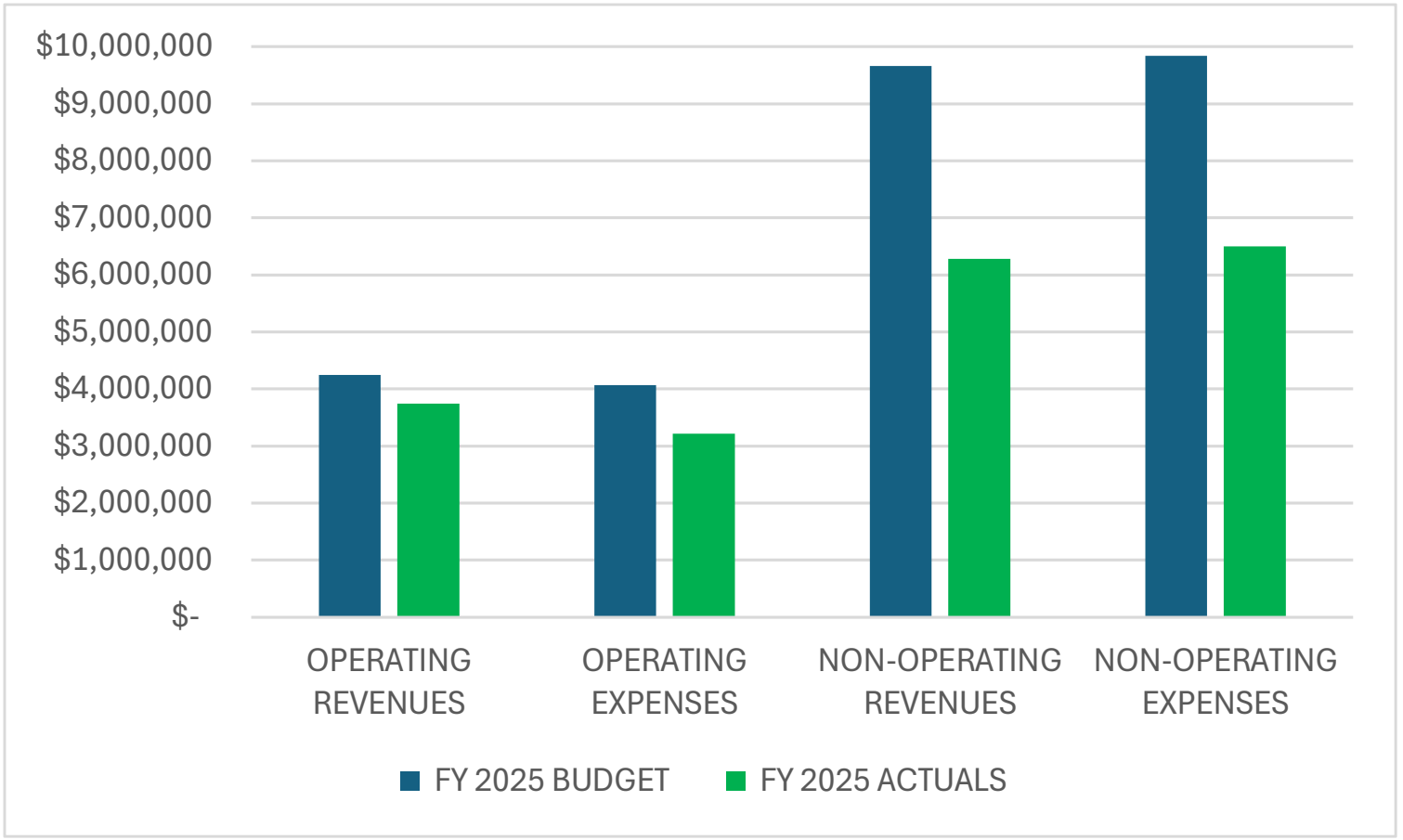
AIRPORT FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 1,395,367	$ 1,414,548	$ 19,181	101%
OPERATING REVENUES		$ 4,247,931	$ 3,739,454	$ (508,477)	88%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (493,919)	$ (474,685)	$ 19,234	96%
OPERATING EXPENSES		$ (3,573,325)	$ (2,744,872)	$ 828,453	77%
OPERATING SURPLUS (DEFICIT)		**$ 180,687**	**$ 519,897**	**$ 339,210**	**288%**
GRANT REVENUES		$ 8,207,800	$ 4,808,697	$ (3,399,103)	59%
MISCELLANEOUS REVENUES		$ 2,000	$ 14,198	$ 12,198	710%
INTEREST		$ 53,100	$ 38,842	$ (14,258)	73%
CAPITAL OUTLAY		$ (9,283,965)	$ (5,942,231)	$ 3,341,734	64%
REQUIRED RESERVES		$ (554,989)	$ (554,989)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (1,576,054)**	**$ (1,635,483)**	**$ (59,429)**	**104%**
NET SURPLUS (DEFICIT)		**$ (1,395,367)**	**$ (1,115,586)**	**$ 279,781**	**80%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 298,963**	**$ 298,963**	-

AIRPORT FUND

Revenue and Expenses – Budget to Actual as of September 30, 2025



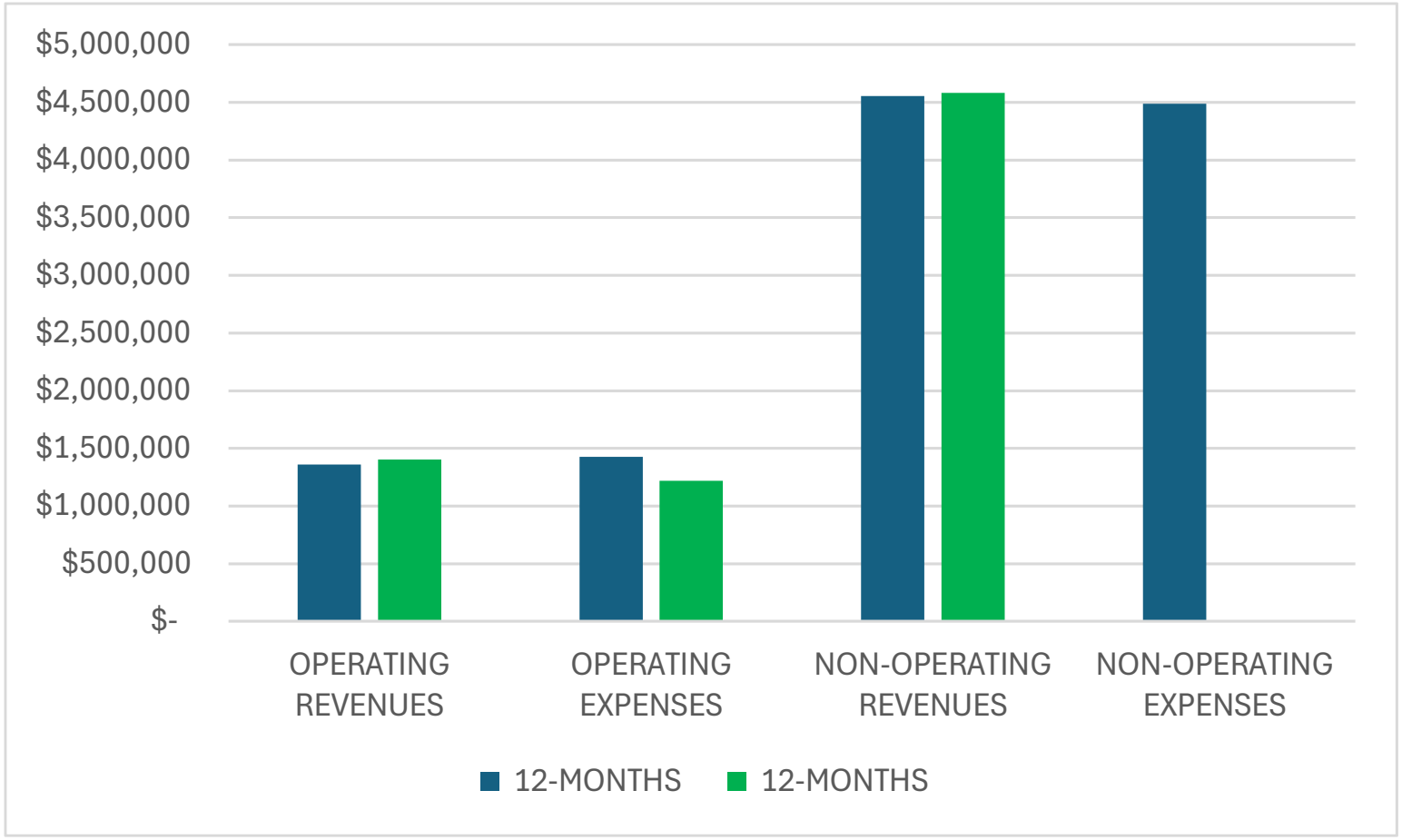
PARKING FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 3,660,679	$ 3,660,680	$ 1	100%
OPERATING REVENUES		$ 1,360,000	$ 1,401,652	$ 41,652	103%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (640,551)	$ (623,554)	$ 16,997	97%
OPERATING EXPENSES		$ (786,792)	$ (596,014)	$ 190,778	76%
OPERATING SURPLUS (DEFICIT)		**$ (67,343)**	**$ 182,084**	**$ 249,427**	**-270%**
INTERFUND TRANSFERS IN		$ 817,637	$ 817,637	$ -	100%
MISCELLANEOUS REVENUES		$ 76,900	$ 101,966	$ 25,066	133%
CAPITAL OUTLAY		$ (3,715)	$ (2,897)	$ 818	78%
OPERATING/CAPITAL CONTINGENCY		$ (4,484,158)	$ -	$ 4,484,158	0%
NON OPERATING SURPLUS (DEFICIT)		**$ (3,593,336)**	**$ 916,706**	**$ 4,510,042**	**-26%**
NET SURPLUS (DEFICIT)		**$ (3,660,679)**	**$ 1,098,790**	**$ 4,759,469**	**-30%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 4,759,470**	**$ 4,759,470**	**-**

PARKING FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



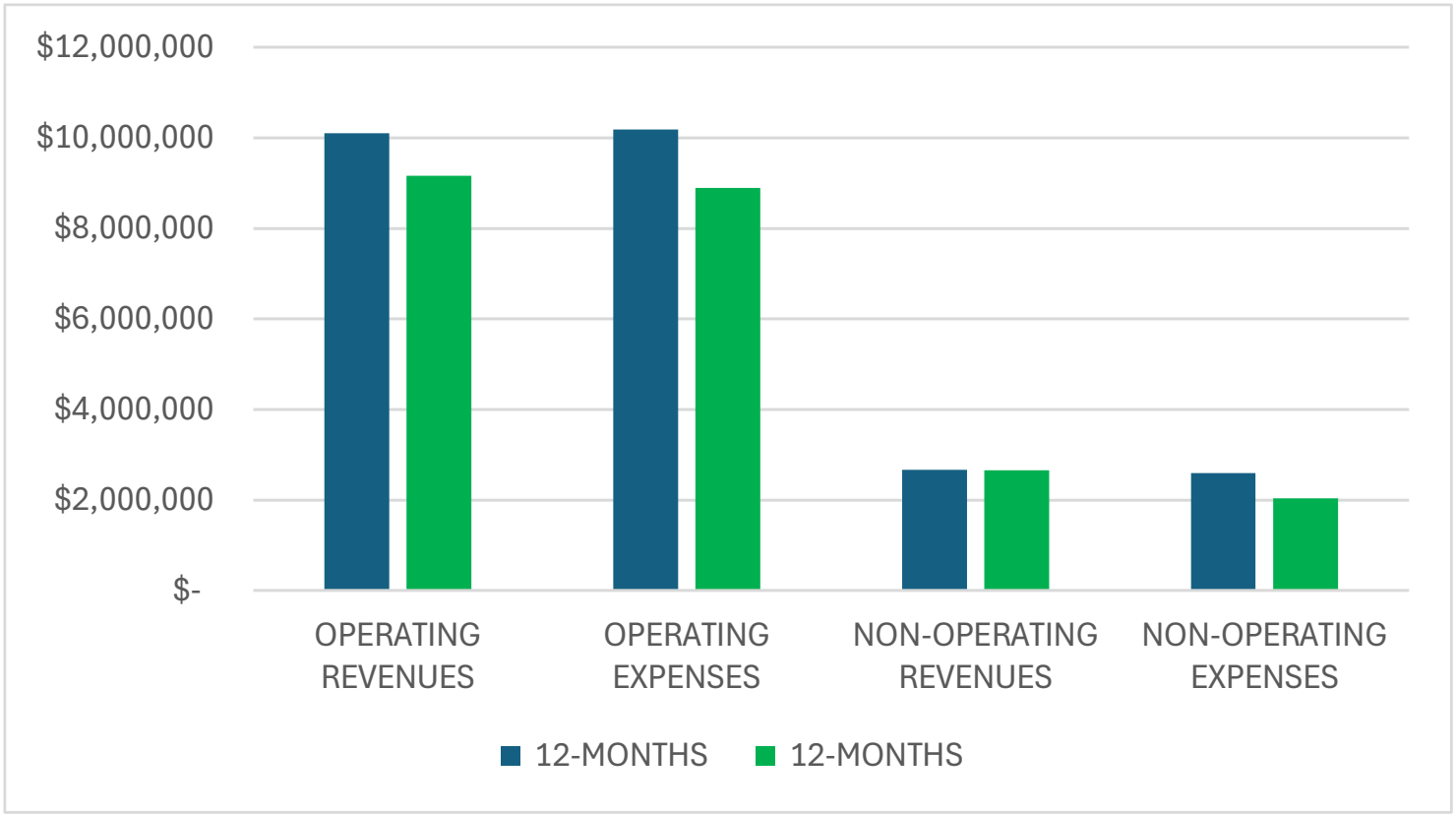
SOLID WASTE FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 2,551,751	$ 2,551,752	$ 1	100%
OPERATING REVENUES		$ 10,104,518	$ 9,158,822	$ (945,696)	91%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (137,572)	$ (96,917)	$ 40,656	70%
OPERATING EXPENSES		$ (10,043,396)	$ (8,801,146)	$ 1,242,250	88%
OPERATING SURPLUS (DEFICIT)		**$ (76,450)**	**$ 260,760**	**$ 337,210**	**-341%**
MISCELLANEOUS REVENUES		$ 119,218	$ 109,289	$ (9,929)	92%
CAPITAL OUTLAY		$ -	$ -	$ -	-
OPERATING/CAPITAL CONTINGENCY		$ (558,325)	$ -	$ 558,325	0%
REQUIRED FUND EQUITY		$ (2,036,194)	$ (2,036,194)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (2,475,301)**	**$ (1,926,905)**	**$ 548,396**	**78%**
NET SURPLUS (DEFICIT)		**$ (2,551,751)**	**$ (1,666,145)**	**$ 885,606**	**65%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 885,607**	**$ 885,607**	-

SOLID WASTE FUND

Revenue and Expenses – Budget to Actual as of September 30, 2025



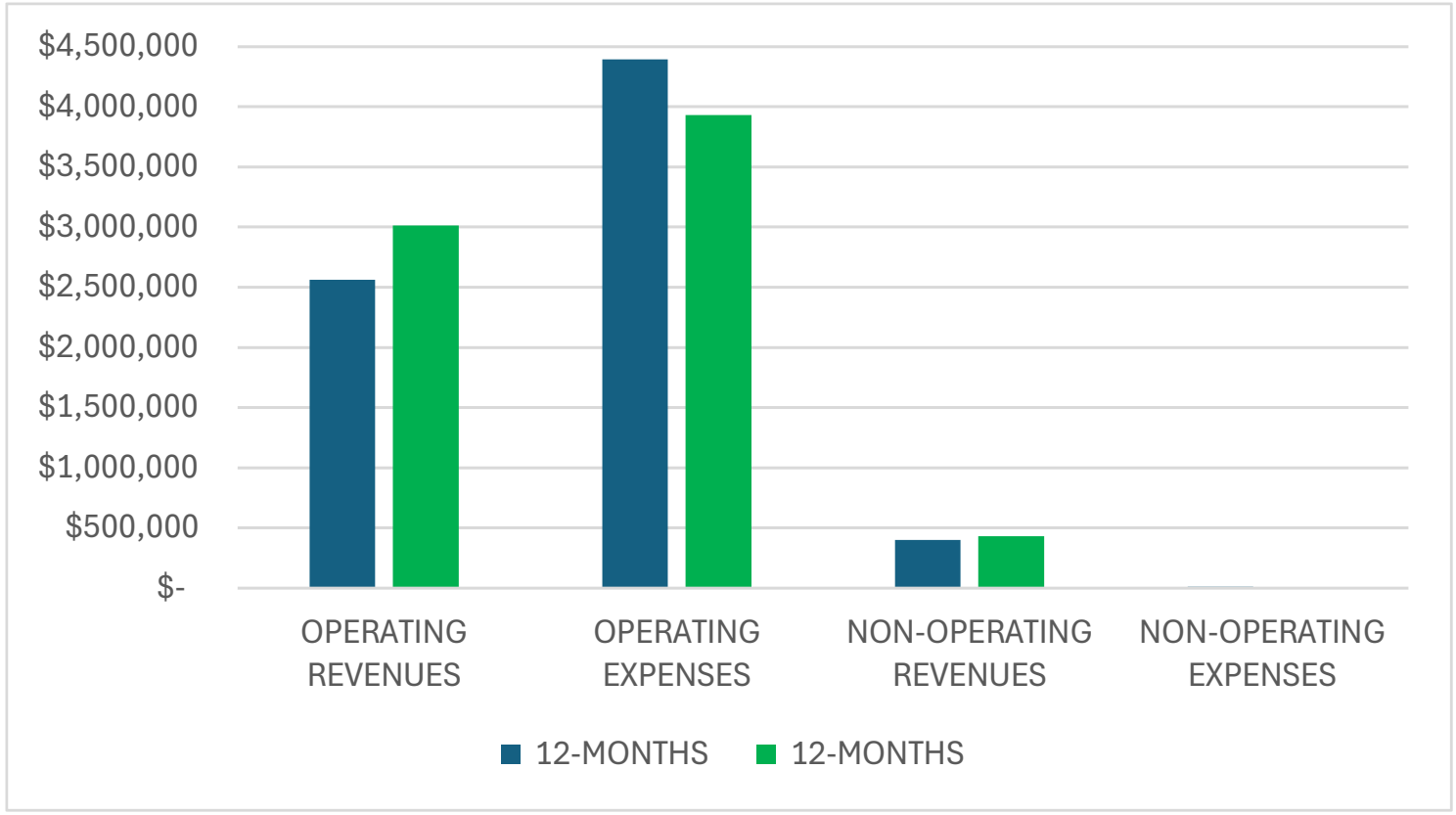
BUILDING FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 1,440,317	$ 1,440,318	$ 1	100%
OPERATING REVENUES		$ 2,563,032	$ 3,013,251	$ 450,219	118%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (2,342,171)	$ (2,324,075)	$ 18,096	99%
OPERATING EXPENSES		$ (2,049,918)	$ (1,607,749)	$ 442,169	78%
OPERATING SURPLUS (DEFICIT)		**$ (1,829,057)**	**$ (918,573)**	**$ 910,484**	**50%**
MISCELLANEOUS REVENUES		$ 400,050	$ 430,030	$ 29,980	107%
CAPITAL OUTLAY		$ (11,310)	$ (9,135)	$ 2,175	81%
REQUIRED RESERVES		$ -	$ -	$ -	-
NON-OPERATING SURPLUS (DEFICIT)		**$ 388,740**	**$ 420,895**	**$ 32,155**	**108%**
NET SURPLUS (DEFICIT)		**$ (1,440,317)**	**$ (497,679)**	**$ 942,638**	**35%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 942,639**	**$ 942,639**	-

BUILDING FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



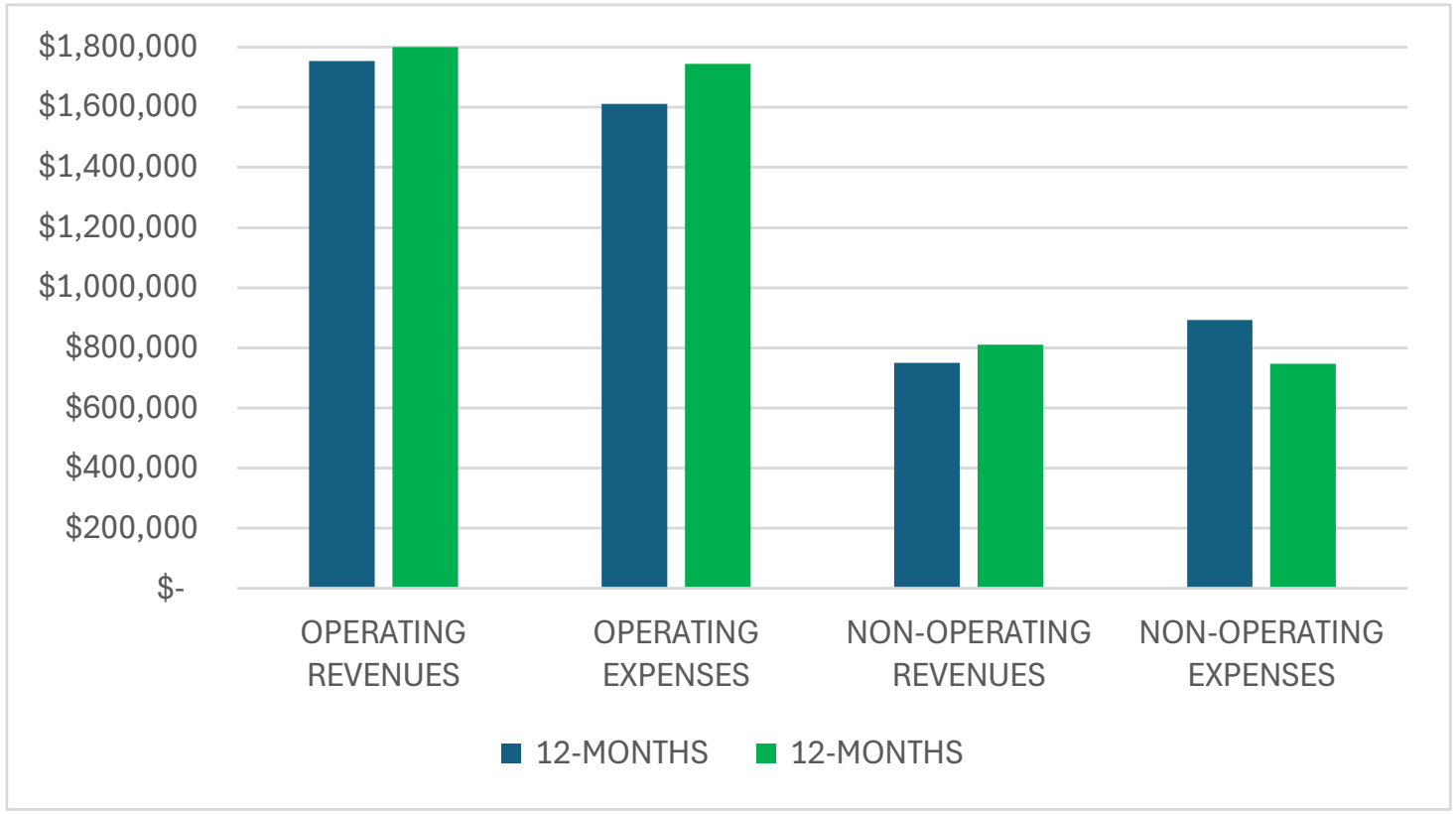
FLEET FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 739,869	$ 797,870	$ 58,001	108%
OPERATING REVENUES		$ 1,753,297	$ 1,810,883	$ 57,586	103%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (353,397)	$ (334,876)	$ 18,521	95%
OPERATING EXPENSES		$ (1,257,625)	$ (1,410,224)	$ (152,599)	112%
OPERATING SURPLUS (DEFICIT)		**$ 142,275**	**$ 65,784**	**$ (76,491)**	**46%**
MISCELLANEOUS REVENUES		$ 10,500	$ 12,478	$ 1,978	119%
CAPITAL OUTLAY		$ (892,644)	$ (746,382)	$ 146,262	84%
NON-OPERATING SURPLUS (DEFICIT)		**$ (882,144)**	**$ (733,904)**	**$ 148,240**	**83%**
NET SURPLUS (DEFICIT)		**$ (739,869)**	**$ (668,120)**	**$ 71,749**	**90%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 129,749**	**$ 129,749**	-

FLEET FUND

Revenues and Expenses – Budget to Actual as of September 30, 2025



NON-OPERATING FUNDS

COMMUNITY RE-DEVELOPMENT FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 5,996,430	$ 5,996,430	$ 0	100%
TAX INCREMENT		$ 2,503,449	$ 2,503,449	$ -	100%
MISCELLANEOUS REVENUES		$ 111,000	$ 205,199	$ 94,199	185%
CAPITAL		$ (5,100,503)	$ (95,520)	$ 5,004,983	2%
GRANTS AND ASSISTANCE		$ (3,176,000)	$ (315,100)	$ 2,860,900	10%
MISCELLANEOUS EXPENSES		$ (334,376)	$ (136,536)	$ 197,840	41%
NET SURPLUS (DEFICIT)		**$ (5,996,430)**	**$ 2,161,492**	**$ 8,157,922**	**-36%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 8,157,922**	**$ 8,157,922**	-

TREE FUND

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

AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ -	$ -	$ -	-
REVENUES		$ 120,304	$ -	$ (120,304)	0%
EXPENSES		$ (120,304)	$ -	$ 120,304	0%
NET SURPLUS (DEFICIT)		**$ -**	**$ -**	**$ -**	**-**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ -**	**$ -**	**-**

ARPA FUND

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

AS OF SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 832,972	$ 832,972	$ 0	100%
REVENUES		$ -	$ 24,325	$ 24,325	-
EXPENSES		$ (832,972)	$ (206,402)	$ 626,570	25%
NET SURPLUS (DEFICIT)		**$ (832,972)**	**$ (182,077)**	**$ 650,895**	**22%**
					-
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 650,895**	**$ 650,895**	**-**

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 SEPTEMBER 30, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 221,541	$ 221,542	$ 1	100%
REVENUES		$ -	$ 16,211	$ 16,211	-
EXPENSES		$ (221,541)	$ (3,837)	$ 217,704	2%
NET SURPLUS (DEFICIT)		**$ (221,541)**	**$ 12,375**	**$ 233,916**	**-6%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 233,916**	**$ 233,916**	-

CAPITAL PROJECTS FUNDS
AND
IMPACT FEE FUNDS

POLICE IMPACT FEE FUND

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

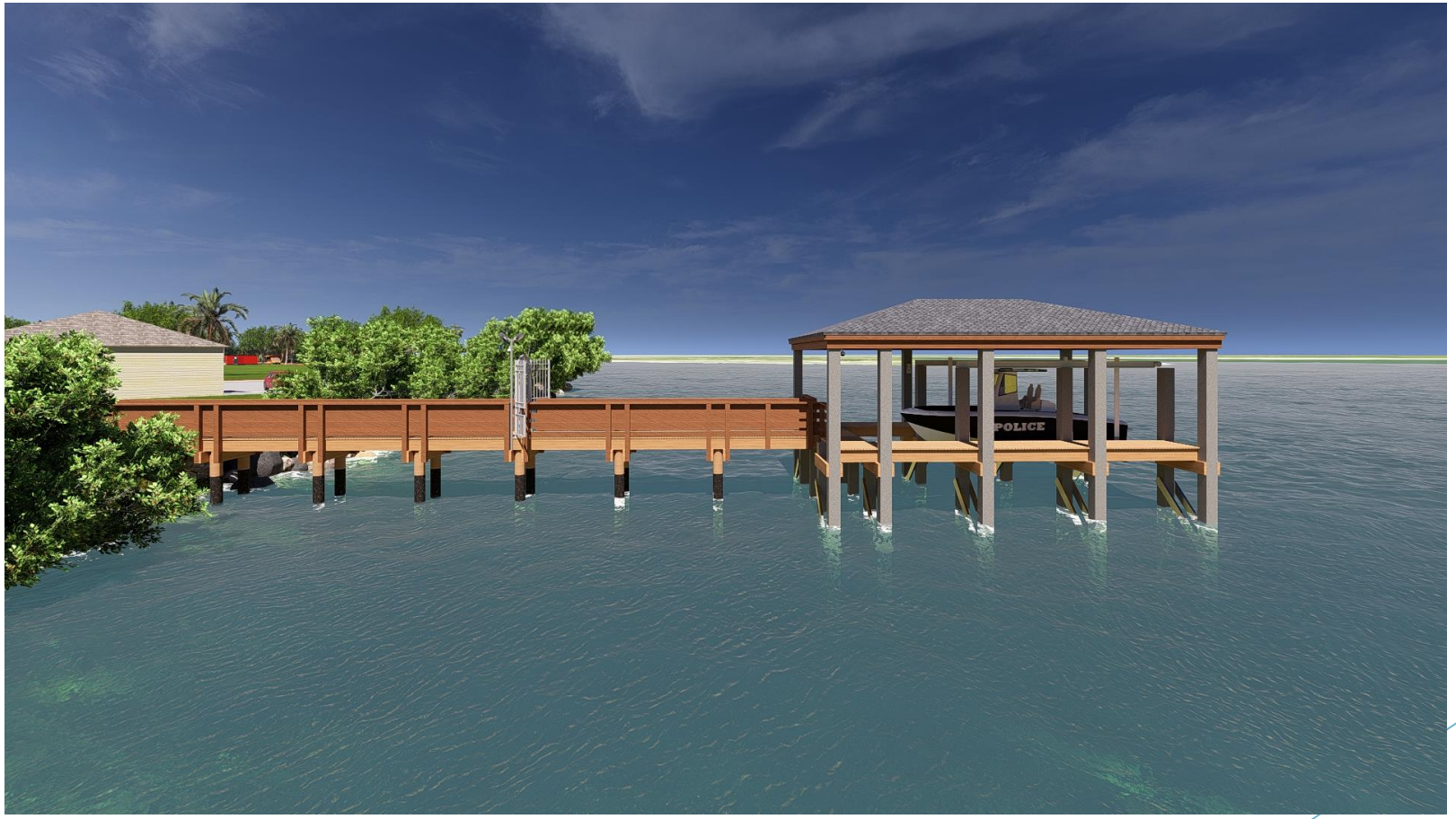
AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 1,579,457	$ 1,579,458	$ 1	100%
REVENUES					
IMPACT FEE COLLECTIONS		$ 150,000	$ 151,686	$ 1,686	101%
OTHER REVENUES		$ 32,900	$ 41,048	$ 8,148	125%
TOTAL SOURCES		**$ 182,900**	**$ 192,734**	**$ 9,834**	**105%**
PROJECTS					
POLICE BOAT		$ (47,695)	$ (5,414)	$ 42,281	11%
POLICE VEHICLES		$ (386,000)	$ (363,846)	$ 22,154	94%
POLICE STATION EXPANSION		$ (200,000)	$ (27,000)	$ 173,000	14%
IMPACT FEE STUDY		$ (30,000)			0%
POLICE BOAT HOUSE		$ (37,405)	$ (37,405)	$ -	100%
FUTURE PROJECTS		$ (1,061,257)	$ -	$ 1,061,257	0%
TOTAL PROJECTS		**$ (1,762,357)**	**$ (433,665)**	**$ 1,298,692**	**25%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 1,338,527**	**$ 1,308,527**	-

POLICE IMPACT FEE FUND

Projects in Pictures

The Boat House



FIRE IMPACT FEE FUND

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

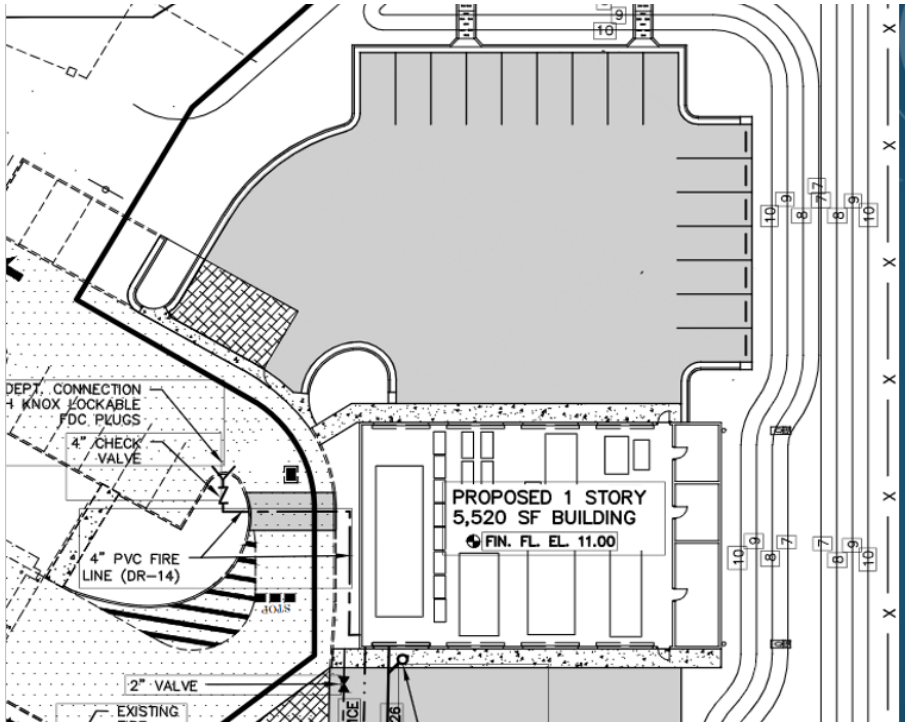
AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 1,651,989	$ 1,651,989	$ -	100%
SOURCES					
IMPACT FEE COLLECTIONS		$ 194,000	$ 190,072	$ (3,928)	98%
OTHER REVENUES		$ 48,200	$ 49,784	$ 1,584	103%
TOTAL SOURCES		**$ 242,200**	**$ 239,856**	**$ (2,344)**	**99%**
PROJECTS					
FIRE STATION IMPROVEMENTS		$ (551,594)	$ (85,770)	$ 465,824	16%
FIRE VEHICLES		$ (48,898)	$ (48,898)	$ -	100%
FIRE TRUCKS		$ (481,000)	$ (480,652)	$ 348	100%
IMPACT FEE STUDY		$ (31,000)	$ -	$ 31,000	0%
SMALL TOOLS/EQUIPMENT		$ (51,208)	$ (18,089)	$ 33,119	35%
FUTURE PROJECTS		$ (730,489)	$ -	$ 730,489	0%
TOTAL PROJECTS		**$ (1,894,189)**	**$ (633,409)**	**$ 1,260,780**	**33%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 1,258,436**	**$ 1,258,436**	-

POLICE AND FIRE IMPACT FEE FUND

Projects in Pictures

Police Station Expansion



What will be stored in the garage?
Police Command Trailer
Police Boat (during storms)
Police Bear Cat
Police Motorcycle and Bikes
Various Police Equip
Fire Truck
Fire Equipment

RECREATION IMPACT FEE FUND

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

AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 1,896,616	$ 1,896,616	$ (0)	100%
SOURCES					
IMPACT FEE COLLECTIONS		$ 488,000	$ 538,650	$ 50,650	110%
OTHER REVENUES		$ 41,709	$ 60,558	$ 18,849	145%
TOTAL SOURCES		**$ 529,709**	**$ 599,208**	**$ 69,499**	**113%**
PROJECTS					
IMPACT FEE STUDY		$ (32,000)	$ -	$ 32,000	0%
FUTURE PROJECTS		$ (2,394,325)	$ (636,682)	$ 1,757,643	27%
TOTAL PROJECTS		**$ (2,426,325)**	**$ (636,682)**	**$ 1,789,643**	**26%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 3,132,506**	**$ (1,720,144)**	-

TRANSPORTATION IMPACT FEE FUND

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

AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 4,626,018	$ 4,626,019	$ 1	100%
SOURCES					
IMPACT FEE COLLECTIONS		$ 500,000	$ 559,058	$ 59,058	112%
OTHER REVENUES		$ 1,092,413	$ 1,127,087	$ 34,674	103%
TOTAL SOURCES		**$ 1,592,413**	**$ 1,686,145**	**$ 93,732**	**106%**
					-
PROJECTS					
IMPACT FEE STUDY		$ (10,300)	$ (10,253)	$ 47	100%
FUTURE PROJECTS		$ (6,208,131)	$ -	$ 6,208,131	0%
TOTAL PROJECTS		**$ (6,218,431)**	**$ (10,253)**	**$ 6,208,178**	**0%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 6,301,911**	**$ 6,301,911**	-

CAPITAL PROJECTS FUNDS OTHER

TURNBULL CREEK LAND ACQUISITION FUND

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

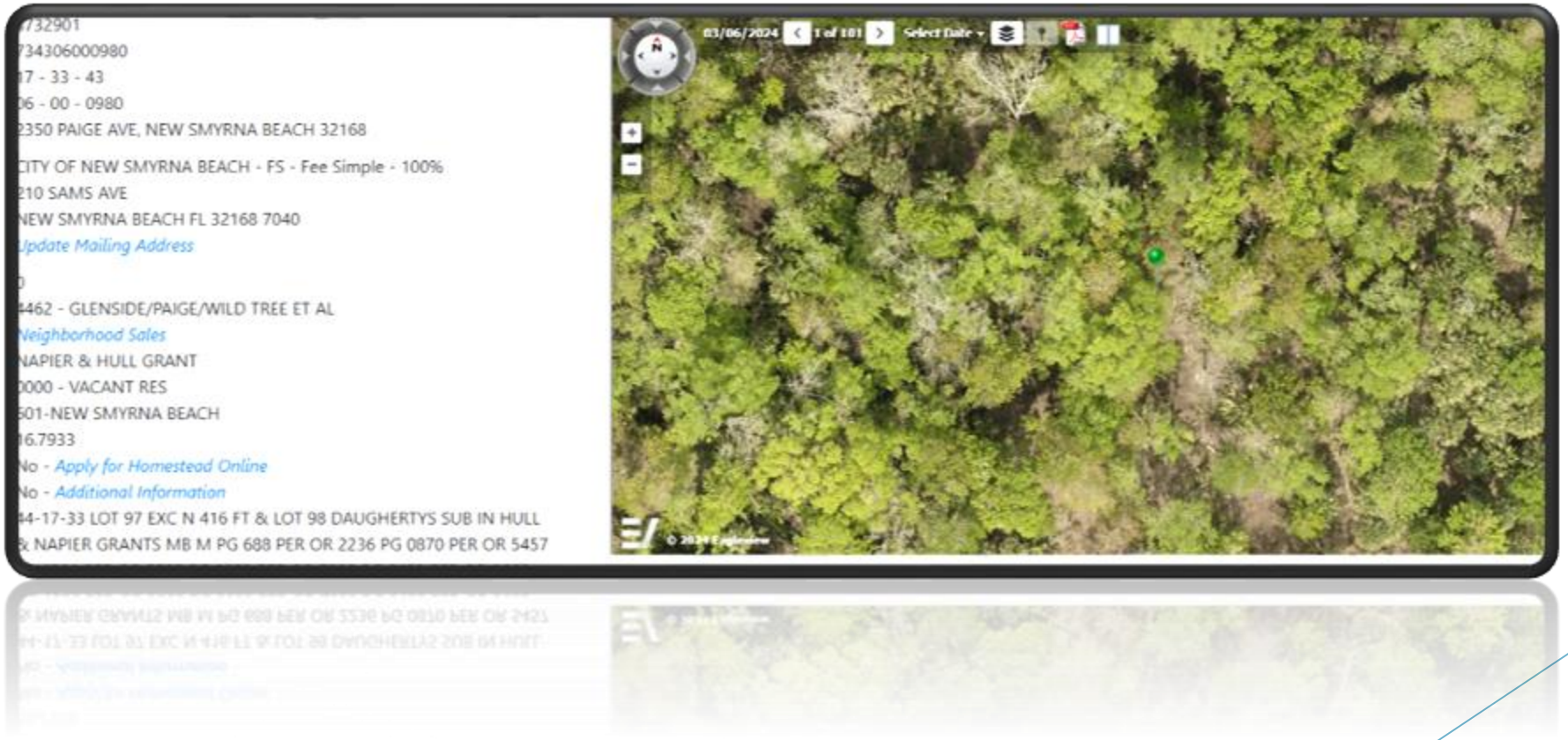
AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 2,443,710	$ 2,443,710	$ 0	100%
SOURCES					
INTEREST EARNINGS		$ 50,000	$ 56,937	$ 6,937	114%
INTEREST PROFIT ON INVESTMENTS		$ 4,800	$ 4,827	$ 27	101%
TOTAL SOURCES		**$ 54,800**	**$ 61,764**	**$ 6,964**	**113%**
PROJECTS					-
LAND PURCHASE		$ (1,514,300)	$ (2,769,301)	$ (1,255,001)	183%
OBSERVATION DECK		$ (12,000)	$ (7,825)	$ 4,175	65%
FUTURE PROJECTS		$ (972,210)	$ -	$ 972,210	0%
TOTAL PROJECTS		**$ (2,498,510)**	**$ (2,777,126)**	**$ (278,616)**	**111%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ (271,652)**	**$ (271,652)**	-

TURNBULL CREEK LAND ACQUISITION FUND

Projects in Pictures

Turnbull Creek Property Purchase



2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

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

AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 12-MONTHS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 703,659	$ 703,659	$ 0	100%
SOURCES					
INTEREST EARNINGS		$ 28,000	$ 20,405	$ (7,595)	73%
INTEREST PROFIT ON INVESTMENTS		$ 1,400	$ 1,403	$ 3	100%
TOTAL SOURCES		**$ 29,400**	**$ 21,808**	**$ (7,592)**	**74%**
					-
PROJECTS					
SIDEWALKS		$ (171,632)	$ -	$ 171,632	0%
FUTURE PROJECTS		$ (561,427)	$ -	$ 561,427	0%
TOTAL PROJECTS		**$ (733,059)**	**$ -**	**$ 733,059**	**0%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 725,467**	**$ 725,467**	-

2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

Projects in Pictures

Sidewalk Projects





CAPITAL PROJECT FUND (FUND 302)

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

AS OF SEPTEMBER 30, 2025

		FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/24	$ 17,375,019	$ 17,375,016	$ (3)	100%
GAS TAX		$ 383,418	$ 342,589	$ (40,829)	89%
GRANTS		$ 7,568,729	$ 990,546	$ (6,578,183)	13%
TRANSFER IN		$ 3,189,928	$ 3,189,928	$ -	100%
MISCELLANEOUS REVENUES		$ 457,000	$ 537,323	$ 80,323	118%
TOTAL REVENEUS		**$ 11,599,075**	**$ 5,060,386**	**$ (6,538,689)**	**44%**
CAPITAL PROJECTS		$ (24,021,495)	$ (6,830,574)	$ 17,190,921	28%
TRANSFER OUT		$ (4,110,184)	$ (4,110,184)	$ -	100%
TOTAL EXPENSES		**$ (28,131,679)**	**$ (10,940,758)**	**$ 17,190,921**	**39%**
UNASSIGNED FUND EQUITY		$ (842,415)	$ (842,415)	$ -	100%
TOTAL EXPENSES		**$ (842,415)**	**$ (842,415)**	**$ -**	**100%**
NET SURPLUS (DEFICIT)		**$ (17,375,019)**	**$ (6,722,787)**	**$ 10,652,232**	**39%**
ENDING FUND BALANCE	09/30/25	**$ -**	**$ 10,652,229**	**$ 10,652,229**	**-**

CAPITAL PROJECT FUND (FUND 302)

Projects

PROJECT	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
2TH AVE PARK IMPROVEMENTS	$ 2,068,140	$ 520,599	$ (1,547,541)	25%
5TH STREET BRIDGE	$ 700,782	$ 557,149	$ (143,633)	80%
AOB PHASE I AND PHASE II	$ 2,286,722	$ 192,002	$ (2,094,720)	8%
AQUA GOLF SEPTIC TO SEWER	$ 255,659	$ 5,174	$ (250,485)	2%
BARRACUDA BOULEVARD	$ 566,024	$ 4,816	$ (561,208)	1%
BRANNON CENTER PIER	$ 927,090	$ 267,635	$ (659,455)	29%
BUILDING DEPT SOFTWARE	$ 182,825	$ -	$ (182,825)	0%
CANAL DREDGING	$ 3,329,319	$ 181,502	$ (3,147,817)	5%
CANAL STREET IMPROVEMENTS	$ 141,552	$ 77,120	$ (64,432)	54%
CORBIN PARK STORMWATER	$ 163,290	$ 82,521	$ (80,770)	51%
CORONADO CENTER IMPROVEMENTS	$ 300,000	$ 257,118	$ (42,882)	86%
FLAGLER AVE IMPROVEMENTS	$ 775,603	$ 175,432	$ (600,171)	23%
HISTORIC WESTSIDE STORMWATER	$ 186,081	$ 51,491	$ (134,590)	28%
INFORMATION TECHNOLOGY ENHANCEMENTS	$ 496,459	$ 193,330	$ (303,129)	39%
MARY AVE TOT LOT IMPROVEMENTS	$ 129,672	$ 129,672	$ -	100%

CAPITAL PROJECT FUND (FUND 302)

Projects (continued)

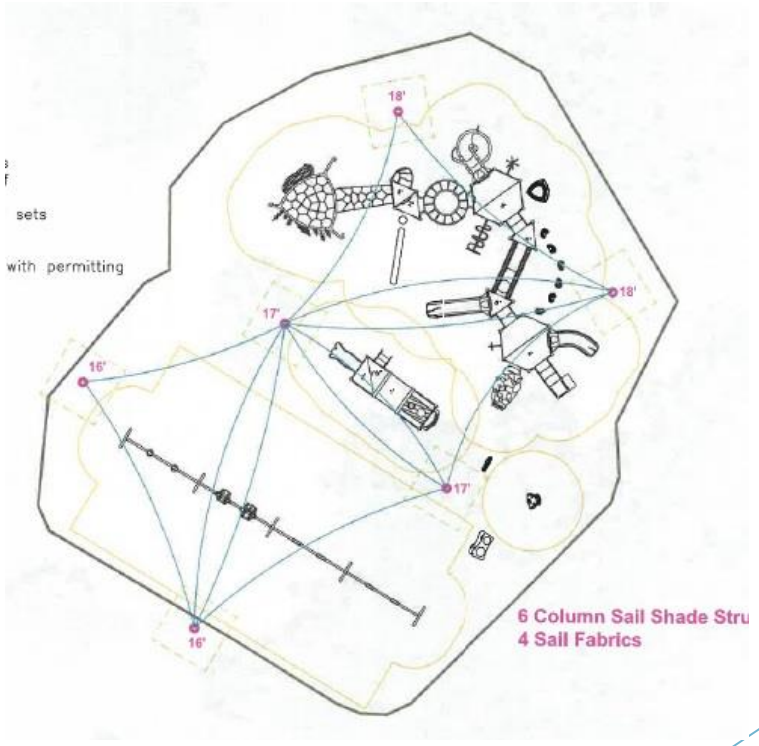
PROJECT	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
MISCELLANEOUS CAPITAL PROJECTS	$ 123,000	$ -	$ (123,000)	0%
PD BOATHOUSE	$ 74,810	$ -	$ (74,810)	0%
PETTIS PARK IMPROVEMENTS	$ 400,367	$ 150,698	$ (249,669)	38%
PICKLE BALL COURTS	$ 1,161,248	$ 192,269	$ (968,979)	17%
PUMP HOUSE UPGRADE	$ 300,000	$ -	$ (300,000)	0%
SIDEWALK STUDY	$ 18,745	$ 18,745	$ (0)	100%
SKATE PARK EXPANSION	$ 283,902	$ 283,207	$ (695)	100%
SMITH STREET RELOCATION	$ 5,475	$ 5,475	$ -	100%
SOLAR PANELS	$ 285,959	$ 283,315	$ (2,644)	99%
STORMWATER MASTER PLAN	$ 1,472,293	$ 371,613	$ (1,100,680)	25%
STREET RESURFACING	$ 2,510,095	$ 2,329,692	$ (180,403)	93%
TRAFFIC SIGNAL SR 44	$ 47,500	$ -	$ (47,500)	0%
TURNBULL DREDGING	$ 500,000	$ 500,000	$ -	100%
WASHINGTON STREET	$ 1,340,845	$ -	$ (1,340,845)	0%

CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Pettis Park





CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

North Atlantic Drainage



CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Paige Pickleball



CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

AOB Phase 1



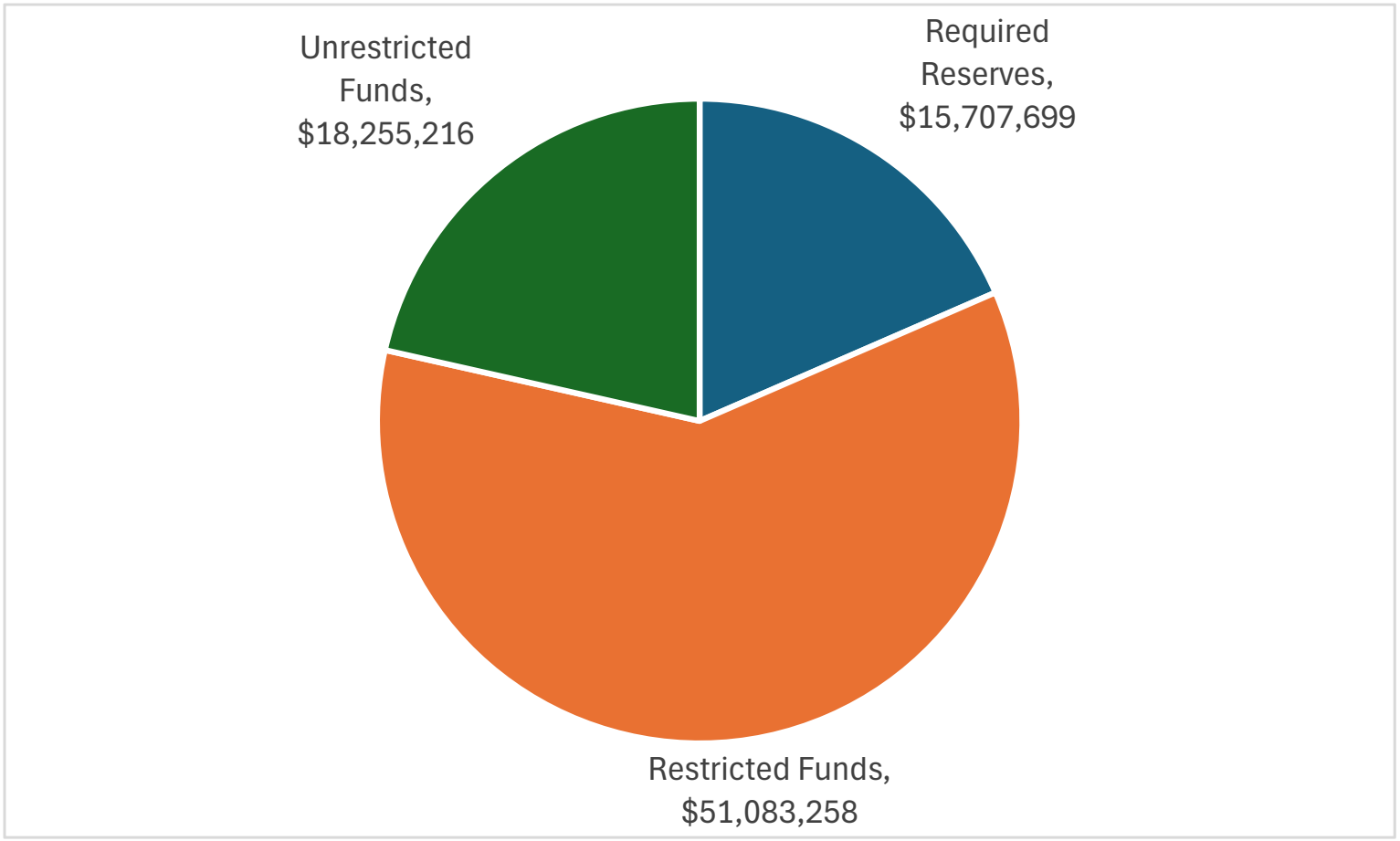
CASH

CASH – As of September 30, 2025

Balances by Type

Type	Balance
Cash on Hand	$5,925
QPD Bank	$85,036,547
Money Market	$0
Certificates of Deposit	$0
Investment Pool	$3,701
Total	**$85,046,173**

CASH – As of September 30, 2025



DEBT

OUTSTANDING DEBT - As of September 30, 2025

Debt	10/01/24 Bal	New Debt	Principal Payments	8/31/2025 Bal
State Revolving Loan	$75,729	$0	$9,065	$66,664
2017 Stormwater Revenue Note (Islesboro)	$1,634,789	$0	$527,180	$1,107,609
2014 Cap Improvement Revenue Note	$2,595,000	$0	$405,000	$2,190,000
2018 Cap Improvement Revenue Note	$7,510,000	$0	$495,000	$7,015,000
2024 Line of Credit	$11,597,501	$0	$0	$11,597,501
2019 General Obligation Bond Turnbull Creek	$7,585,000	$0	$0	$7,585,000
Equipment Financing	$647,209	$0	$0	$647,209
Total Debt	**$31,645,228**	**$0**	**$1,436,245**	**$30,208,983**

THE END

PERMIT ISSUANCE SUMMARY (09/01/2025 TO 09/30/2025)
FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure > 200 sf	1	4,800	$225,000.00	$2,839.45
	Addition	1	86	$55,000.00	$2,133.43
	Alteration, Remodel, Repair	7	5,382	$406,814.01	$9,002.61
	Concrete Spalling	1	1,080	$408,764.00	$5,378.61
	Handicap Ramp	1	525	$17,000.00	$600.96
	New Non-Residential	1	17,184	$755,726.33	$11,537.07
	Re-roof	2	1,708	$14,750.00	$867.82
	Windows/Doors/Garage Doors	16	9,768	$116,270.00	$5,811.10
BUILDING (COMMERCIAL) TOTAL:		**30**	**40,533**	**$1,999,324.34**	**$38,171.05**
Building (Residential)	Accessory/Detach Structure < 200 sf	2	240	$8,576.00	$171.00
	Accessory/Detach Structure > 200 sf	6	8,096	$434,458.40	$3,046.33
	Addition	4	5,980	$1,476,567.00	$4,215.24
	Alteration, Remodel, Repair	17	9,042	$805,858.00	$10,613.08
	Interior Demo	1	0	$8,000.00	$89.50
	New Single Family	7	26,707	$2,498,739.00	$58,306.98
	Re-roof	51	91,111	$814,968.84	$4,564.50
	Screen Enclosure	5	2,048	$67,134.00	$2,019.24
	Shutters	4	566	$57,386.67	$358.00
	Windows/Doors/Garage Doors	25	23,477	$465,856.00	$2,237.50
BUILDING (RESIDENTIAL) TOTAL:		**122**	**167,267**	**$6,637,543.91**	**$85,621.37**
Certificate of Occupancy	Certificate of Occupancy	29	98,754	$8,626,111.00	$0.00
CERTIFICATE OF OCCUPANCY TOTAL:		**29**	**98,754**	**$8,626,111.00**	**$0.00**
Demolition (Commercial)	Demolition	1	0	$3,500.00	$368.30
DEMOLITION (COMMERCIAL) TOTAL:		**1**	**0**	**$3,500.00**	**$368.30**
Demolition (Residentiall)	Demolition	4	6,935	$50,000.00	$1,708.48
DEMOLITION (RESIDENTIALL) TOTAL:		**4**	**6,935**	**$50,000.00**	**$1,708.48**
Dock & Seawalls (Residential)	Docks	2	0	$6,725.00	$523.89
	Dune Walk Over	1	0	$5,000.00	$262.09
DOCK & SEAWALLS (RESIDENTIAL) TOTAL:		**3**	**0**	**$11,725.00**	**$785.98**
Electrical (Commercial)	Electrical Repairs	9	0	$13,350.00	$1,639.24
	Service-New/Upgrade	1	0	$4,800.00	$300.28
ELECTRICAL (COMMERCIAL) TOTAL:		**10**	**0**	**$18,150.00**	**$1,939.52**
Electrical (Residential)	Electrical Repairs	36	0	$62,334.00	$3,268.21
	Generator	9	0	$111,095.00	$769.50
	Service-New/Upgrade	1	0	$4,350.00	$89.50
ELECTRICAL (RESIDENTIAL) TOTAL:		**46**	**0**	**$177,779.00**	**$4,127.21**
Engineering	Fence-Non-Residential	7	1,567	$88,311.52	$2,838.57
	Fence-Residential	25	2,901	$69,248.45	$2,145.50
	Paver/Patio/Driveway/Seal Coat/Restr	2	396	$14,320.78	$750.48
	Paver/Patio/Driveway/Seal Coat-Resic	8	4,404	$55,233.00	$684.00

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

PERMIT ISSUANCE SUMMARY (09/01/2025 TO 09/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	Right of Way	17	2,450	$0.00	$301.82
	Site Clearing (Commercial)	1	0	$0.00	$724.36
	Site Clearing (Residential)	1	0	$1,000.00	$301.82
	ENGINEERING TOTAL:	**61**	**11,718**	**$228,113.75**	**$7,746.55**
Fire	Fire Alarm System	5	94,968	$51,326.08	$2,816.90
	Fire Suppression	2	100	$4,900.00	$272.00
	Fire-Special Events-Tent	2	5,700	$11,100.00	$264.00
	FIRE TOTAL:	**9**	**100,768**	**$67,326.08**	**$3,352.90**
Gas (Residential)	Gas Lines	3	0	$4,895.25	$268.50
	Gas Tanks	1	0	$4,500.00	$89.50
	GAS (RESIDENTIAL) TOTAL:	**4**	**0**	**$9,395.25**	**$358.00**
Mechanical (Commercial)	Mechanical New	1	0	$5,000.00	$300.28
	Mechanical Repair/Replace	4	0	$33,609.00	$1,501.80
	MECHANICAL (COMMERCIAL) TOTAL:	**5**	**0**	**$38,609.00**	**$1,802.08**
Mechanical (Residential)	Mechanical Repair/Replace	77	0	$711,520.38	$6,891.50
	MECHANICAL (RESIDENTIAL) TOTAL:	**77**	**0**	**$711,520.38**	**$6,891.50**
Plumbing (Commercial)	Plumbing New/Adding Service/Upgrac	1	0	$2,500.00	$167.37
	Plumbing Repairs/Replace	1	0	$2,103.00	$167.37
	PLUMBING (COMMERCIAL) TOTAL:	**2**	**0**	**$4,603.00**	**$334.74**
Plumbing (Residential)	Plumbing New/Adding Service/Upgrac	2	0	$12,800.00	$179.00
	Plumbing Repairs/Replace	14	0	$36,290.26	$1,253.00
	PLUMBING (RESIDENTIAL) TOTAL:	**16**	**0**	**$49,090.26**	**$1,432.00**
Pool (Residential)	In Ground	2	1,163	$120,687.00	$1,555.14
	Pool with Enclosure	1	846	$85,000.00	$906.43
	POOL (RESIDENTIAL) TOTAL:	**3**	**2,009**	**$205,687.00**	**$2,461.57**
Sign	Monument	3	50	$61,382.00	$2,260.99
	Sign - Face Change	1	9	$1,200.00	$167.37
	Wall Mounted	4	372	$8,995.00	$663.96
	SIGN TOTAL:	**8**	**431**	**$71,577.00**	**$3,092.32**
Solar (Residential)	Solar	1	0	$29,000.00	$89.50
	SOLAR (RESIDENTIAL) TOTAL:	**1**	**0**	**$29,000.00**	**$89.50**
Special Events	Special Event Continuous	1	0	$0.00	$554.68
	Special Event Major	1	0	$0.00	$330.00
	SPECIAL EVENTS TOTAL:	**2**	**0**	**$0.00**	**$884.68**
Tree Removal	Tree Removal Commercial	2	0	$0.00	$263.00
	Tree Removal Residential	7	0	$0.00	$177.00

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

PERMIT ISSUANCE SUMMARY (09/01/2025 TO 09/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	TREE REMOVAL TOTAL:	9	0	$0.00	$440.00
	GRAND TOTAL:	442	428,415	$18,939,054.97	$161,607.75

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

Social Media Followers as of Oct. 1, 2025 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
30,501 **(+321)**	15,703 **(+108)**	6,336 **(+91)**	4,702 **(+30)**	1,155 **(+23)**

Top 3 Facebook Posts in September 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Construction of I-95 interchange at Pioneer Trail	234,956	1,457	711	119
F.I.N.D. grants for North Causeway boat ramp site	47,623	249	193	24
Sept. 8 Planning & Zoning Board meeting	41,824	22,656	150	46

Bottom 3 Facebook Posts in September 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Ron Artis II jazz concert at "Babe" James Center	956	3	0	0
Oct. 4 mayor's table at NSB Farmers Market	2,157	22	8	1
Oct. 17 Chief VanDemark retirement ceremony	2,293	11	2	1

Public Meeting Traffic Report in September 2025 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
5,634 **(+246)**	3,716 **(+264)**	1,946 **(+581)**	Desktop 69% **(-1)**	Mobile 31% **(+1)**
Top 5 Most Watched Meetings (Views)		**Views by Referral Source**	**Top 10 Visitors by Location (Views)**	
1. Sept. 9 City Commission regular meeting (670)		1. City website (4,671)	1. NSB (2,577)	6. Port Orange (130)
2. Sept. 8 Planning & Zoning Board (370)		2. Direct link (603)	2. Miami (502)	7. Atlanta (125)
3. Sept. 23 City Commission regular meeting (155)		3. City intranet (318)	3. Orlando (298)	8. Apopka (95)
4. Sept. 10 City Commission special meeting (69)		4. Google search (98)	4. Edgewater (269)	9. Ashburn (45)
5. Sept. 24 Special Magistrate (45)		5. Facebook (68)	5. Daytona Beach (183)	10. Dallas (40)

Airport Advisory Board

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

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

Enacting Resolution: Resolution No. 32-77

Term Length: 3 years

Term Limit: 2 terms

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

Staff Liaison: Airport Director Arvin Weese

Q3 Meetings: 5 p.m. Monday, July 28, 2025 *(absent**:** Starley, Lester)*

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

Airport Advisory Board Regular
Monday, July 28, 2025 at 5:00 PM

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

1. CALL TO ORDER

A. Roll Call

2. PRESENTATION

2.A Presentation by Robinson Aviation, Inc.

3. PUBLIC INPUT (THREE MINUTE LIMIT)

4. CONSENT AGENDA

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

5. AIRPORT NOISE

5.A Airport Noise Discussion and Review

6. SAFETY EVENTS

7. NEW BUSINESS

8. OLD BUSINESS

9. AIRPORT MANAGER COMMENTS

The airport management team will discuss updates and important issues related to the operation of the airport.

9.A Airport Manager Update

10. AAB MEMBERS COMMENTS

11. NEXT MEETING DATE

12. ADJOURNMENT

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

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

Animal Control Board

Name	Term	Appointment Dates
5 vacant seats		

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

Enacting Resolution: Ordinance No. 26-00

Term Length: 2 years

Term Limit: 2 terms

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

Staff Liaison: Animal Control Officer Dylan Wulf

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

Next Meeting: None scheduled

Building Trades Examining Board

Name	Term	Appointment Dates
Paul Heer, vice chair	6th	Jan. 2, 2023 to Jan. 2, 2026
Joseph Blanchett, regular	4th	Jan. 21, 2022 to Jan. 1, 2025 (expired)
Francis T. Dalton, regular	2nd	Jan. 2, 2024 to Jan. 1, 2027
Heidi Hales-Walker, regular	2nd	Jan. 2, 2024 to Jan. 1, 2027
Robert John Werner, regular	1st	May 24, 2022 to Jan. 1, 2025 (expired)
4 vacant seats		

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

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

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

Term Length: 3 years

Term Limit: 2 terms

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

Staff Liaison: Administrative Specialist II Cindy Langdon

Last Meeting: 5:30 p.m. Thursday, Jan. 25, 2024

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

Charter Review Committee

Name	Term	Appointment Dates
Mark Billings, chair, Zone 3	1st	Jan. 28, 2025 to Nov. 1, 2025
Michael J. Ison, vice chair, at-large	1st	Jan. 28, 2025 to Nov. 1, 2025
Steve Fusilier, Zone 1	1st	Jan. 28, 2025 to Nov. 1, 2025
Spencer Hathaway, at-large	1st	Jan. 28, 2025 to Nov. 1, 2025
Farley Palmer, Zone 2	1st	Jan. 28, 2025 to Nov. 1, 2025
Judy Reiker, at-large	1st	Jan. 28, 2025 to Nov. 1, 2025
Diana Puhl, Zone 4	1st	Jan. 28, 2025 to Nov. 1, 2025
Khalid Resheidat, Zone 3	1st	Jan. 28, 2025 to Nov. 1, 2025
Daniel M. Rokjer, Zone 4	1st	Jan. 28, 2025 to Nov. 1, 2025
Sandra Smith, Zone 2	1st	Jan. 28, 2025 to Nov. 1, 2025
Palmer Wilson, Zone 1	1st	Jan. 28, 2025 to Nov. 1, 2025

Description: The Committee shall evaluate any one or more of the provisions of the City's Charter, on eithers its own initiative or at the direction of the City Commission and determine whether any amendments thereto are necessary and/or desirable. Recommendations of the Committee shall be provided to the City Commission for consideration; however, the recommendations of the Committee shall not be binding on the City Commission.

Enacting Resolution: Resolution No. 01-25

Term Length: 9 months

Term Limit: N/A

Qualifications: Shall consist of eleven members, each of whom must be a registered voter in the City. Each member of the City Commission shall nominate two members to the Committee from his or her zone of representation. The mayor shall appoint three additional members from the citizenry at-large. The members of the Committee shall serve without compensation and shall serve at the pleasure of the City Commission. A member of the Committee may be removed without cause by majority vote of the City Commission. Any vacancy in an unexpired term shall be filled in the same manner as the original nomination and appointment.

Staff Liaisons: City Attorney's Office

Q3 Meetings: 6 p.m. Tuesday, July 1, 2025 *(absent: Resheidat)*

Next Meeting: None scheduled

Charter Review Committee
Tuesday, July 1, 2025 at 6:00 PM

City Hall Commission Chamber, 210 Sams Avenue, New Smyrna Beach, FL 32168

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the meeting minutes from the Charter Review Committee meeting held on Tuesday, June 17, 2025.

3. PUBLIC COMMENTS

4. PRELIMINARY RECOMMENDATIONS TO DATE

4.A Table: Proposed Charter Revisions.

5. CHARTER DISCUSSION

5.A Charter: Sections for Review and Discussion

6. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or

commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

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.

From: Debbie Simmons
To: Kosorok, Tammy
Subject: FW: Requested NSBU Monthly Capacity Metrics - September 2025
Date: Tuesday, October 21, 2025 9:22:07 AM
Attachments: image002.png

CAUTION: EXTERNAL EMAIL

Noticed I left an "August" in the forwarding part of the previous email I forwarded. If not published yet, could you please use the below?

From: Debbie Simmons
Sent: Tuesday, October 7, 2025 5:24 PM
To: Kosorok, Tammy <tkosorok@cityofnsb.com>
Cc: Cowper, Kevin <kcowper@cityofnsb.com>; Efren Chavez <echavez@nsbufl.com>
Subject: Requested NSBU Monthly Capacity Metrics - September 2025

Tammy,

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

Thank you,

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

New Smyrna Beach ···UTILITIES···

Electric

September 2025

Peak (MW)	% of Available Capacity
96 MW	79.3%

Water

	Demand(MGD)	% Treatment Capacity
September 2025	5.494	50.5%

Wastewater

	TMADF(MGD)	% Treatment Capacity
September 2025	5.003	71.5%

Definitions:

MGD = Millions of Gallons per Day

TMADF = 3 Month Average Day Flow (this is the flow that our capacity available is determined on with FDEP)

Water Plant Permit Capacity = 10.368 MGD

Wastewater Plant Permit Capacity = 7.0 MGD

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or 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 - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, OCTOBER 14, 2025.

October 28, 2025

Background:

The City Commission held a regular meeting on Tuesday, October 14, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting October 14, 2025 - Minutes.pdf

City Commission Regular Meeting
Tuesday, October 14, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, October 14, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

Excused Absence: Commissioner Valli Perrine.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Mayor Fred E. Cleveland will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of Consent items 7E. and 7Q.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Red Ribbon Week

The City Commission presented a proclamation to the Volusia Young Marines in honor of Red Ribbon Week.

4.B Proclamation: Recognizing Domestic Violence Awareness Month

The City Commission presented a proclamation recognizing Domestic Violence Awareness Month to Fonda Mrnacaj, Victim Advocate for the City of New Smyrna Beach, and the Domestic Violence Youth Council of Volusia County.

4.C Presentation: Recognizing Chief Shawn VanDemark for 27 years of service

The City of New Smyrna Beach recognized Shawn VanDemark for 27 years of service with the City of New Smyrna Beach.

4.D Presentation by Southeast Volusia Chamber of Commerce - Economic Development Summit October 23, 2025

Stephanie Ford and Ashton Musgrove outlined a report regarding the Southeast Volusia chamber of Commerce – Economic Development Summit on October 23, 2025.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Phil Hall, 3365 Caterina Drive, challenged the first responders to participate in a Pickleball tournament to be held at Pettis Park Saturday. November 8, 2026, - First Responders Pickleball Cup.

Ashton Musgrove, 725 West Canal Street, commented on the Board of Realtors centennial anniversary event to the be held October 21, 2025, at the Grille at Riverview 6:00 pm – 8:00pm and the Southeast Volusia Economic Development Summitt.

John Ferlan, 628 South Pine Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change.

Samuel Lenard, 627 Yupon Avenue, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change.

Melyssa Clibbon, 1203 Palmetto Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change.

Angela Fitgerald, 626 South Pine Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change.

Paul Fitzgerald, 626 South Pine Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change. He commented on the quality of living of the residents in the community.

Michelle Kelly, 657 South Pine Street, spoke with objection to Ordinance No. 65-25. She commented on the decreased quality of life.

Glenn Gracom, 651 South Pine Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change. He commented on the effect of passing the R2 text amendment.

Elizabeth Cavanna, 507 Yupon Avenue, spoke in opposition to Ordinance No. 65-25 and read a letter received from the church.

Jeanette Hastings, 622 South Pine, commented on her property used as a turnaround for vehicles and stated a bicyclist was hit by a car. She expounded on safety concerns and spoke in opposition to Ordinance No. 65-25.

Jessica Jarvis, 1200 Palmetto Street, spoke in opposition to Ordinance No. 65-25 regarding R2 text amendment zone change.

Gina Ferlan, 628 South Pine Street, spoke in opposition to Ordinance No. 65-25 regarding R2 text amendment zone change.

Linda Woodard 628 Yupon Avenue, commented on postponing the vote for Ordinance No. 65-25. She commented on the need of a traffic input assessment, LDR text amendment 604.04 landscape amendment taking 18 months to complete.

Diane Brown, 633 Yupon Avenue, opposed Ordinance No. 65-25 and requested additional information before a vote was held.

Terea Bowen, 310 Rush Street, provided pictures to the City commission regarding Ordinance No. 65-25.

Joel Paige, 827 East 12th Avenue, commented on the feather flags in front of his restaurant being moved and provided an history of his restaurant.

Trisha Koker, 503 Yupon Avenue, commented in objection to ordinance no. 65-25 the R2 zone change.

Terry Westfall 625 Yupon Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change.

Richard Brown, 632 Yupon Street, commented in opposition of Ordinance No. 65-25 regarding R2 text amendment zone change.

Jesse Romeo, 708 South Cooper Street, acknowledged the City Commission and the City for their support of Latin Heritage Month event and commented on Ordinance No. 65-25.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, September 23, 2025.

Motion:
Vice Mayor Martin moved to adopt the minutes from the City Commission regular meeting held on Tuesday, September 23, 2025. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.B Resolution No. 32-25: Consider the adoption of a Resolution, which, if adopted, would authorize the City of New Smyrna Beach City Commission to participate in a joint meeting with the City of Edgewater City Council, Oak Hill City Commission and Volusia County Council to discuss matters of mutual interest related to economic development in Southeast Volusia.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 32-25 which, if adopted, would authorize the City of New Smyrna Beach City Commission to participate in a joint meeting with the City of Edgewater City Council, Oak Hill City Commission and Volusia County Council to discuss matters of mutual interest related to economic development in Southeast Volusia. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.C Resolution No. 33-25: Consider the adoption of a resolution to vacate unopened rights-of-way on airport property.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 33-25 to vacate unopened rights-of-way on airport property. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.D Resolution No. 34-25: Consider the adoption of a resolution to vacate Birch Street, between Slatton Street and Chisholm Street.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 34-25 to vacate Birch Street, between Slatton Street and Chisholm Street. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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

Resolution No. 35-25 was withdrawn from the agenda.

7.F Consider the approval of updated contract with IUPA effective October 1, 2025 through September 30, 2026.

Motion:
Vice Mayor Martin moved to approve the updated contract with IUPA effective October 1, 2025, through September 30, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.G Consider the approval of an addendum to the existing agreement with Evergreen Solutions, LLC for performance evaluation creation and software.

Motion:
Vice Mayor Martin moved to approve an addendum to the existing agreement with Evergreen Solutions, LLC for performance evaluation creation and software. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.H Consider the approval of the fiscal year 2026 blanket purchase orders exceeding $50,000.

Motion:
Vice Mayor Martin moved to approve the fiscal year 2026 blanket purchase orders exceeding $50,000Consider the approval of the fiscal year 2026 blanket purchase orders exceeding $50,000. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.I Consider the approval of Two Assignment and Assumption of Submerged Land Leases for BRWHP 1031X, LLC to NSM PROPERTY, LLC.

Motion:
Vice Mayor Martin moved to approve the Two Assignment and Assumption of Submerged Land Leases for BRWHP 1031X, LLC to NSM PROPERTY, LLC. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.J Consider the approval of a contract award to A.G. Pifer for ITB-19-25-CIP Pettis Park Pavilion

Motion:
Vice Mayor Martin moved to approve the contract of award to A.G. Pifer for ITB-19-25-CIP Pettis Park Pavilion. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.K Consider the approval of a Hazard Mitigation Grant Program Project (HMGP) Agreement Modification #1 Project #4337-373-R.

Motion:
Vice Mayor Martin moved approve the Hazard Mitigation Grant Program Project (HMGP) Agreement Modification #1 Project #4337-373-R. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.L Consider the approval of a request to write off accrued interest on Glenwood Avenue paving improvements special assessment for Bradley Lynn D. and accept payment of original principal balance.

Motion:
Vice Mayor Martin moved to approve the request to write off accrued interest on Glenwood Avenue paving improvements special assessment for Bradley Lynn D. and accept payment of original principal balance. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.M Special Event: Consider the approval of the City of New Smyrna Beach Christmas Parade 2025, to be held on Saturday, December 6, 2025.

Motion:
Commissioner McGuirk moved to approve the City of New Smyrna Beach Christmas Parade 2025, to be held on Saturday, December 6, 2025. Vice Mayor Martin seconded the motion. The motion passed by unanimous vote.

7.N Special Event: Consider the approval of The Fat Tuesday on Flagler Avenue Mardi Gras Parade 2026 Event, to be held on Tuesday February 17, 2026.

Motion:
Vice Mayor Martin moved to approve the Fat Tuesday on Flagler Avenue Mardi Gras Parade 2026 Event, to be held on Tuesday, February 17, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.O Special Event: Consider the approval of the Flagler Avenue Monthly Wine Walk Events for 2026, to be held on the following Saturdays: January 24, February 28, March 28, April 25, May 30, June 27, July 25, August 29, September 26, October 24, November 28 and December 26, 2026.

Motion:
Vice Mayor Martin moved to approve the Flagler Avenue Monthly Wine Walk Events for 2026, to be held on the following Saturdays: January 24, February 28, March 28, April 25, May 30, June 27, July 25, August 29, September 26, October 24, November 28 and December 26, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.P Special Event: Consider the approval of the Seaside Fiesta 2026, to be held on Thursday, June 18, 2026.

Motion:
Vice Mayor Martin moved to approve the Seaside Fiesta 2026, to be held on Thursday, June 18, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

7.Q Special Event: Consider the approval of the New Smyrna Beach Food Festival 2026, to be held on Thursday April 30, 2026.

This item was withdrawn from the agenda.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 36-25: Consider the adoption of a Resolution, which, if adopted, would appoint a Vice Mayor to serve a one-year term commencing on November 11, 2025.

Motion:
Mayor Fred E. Cleveland nominated Commissioner McGuirk to serve a one-year term as Vice Mayor commencing on November 11, 2025. The nomination passed by a 3-1 vote, with Mayor Cleveland voting no.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 61-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend sign definitions and required improvements.

A public hearing was held regarding Ordinance No. 61-25.

City Attorney Avallone read Ordinance No. 61-25 for the second time by title only.

Shane Corbin, Development Services Director, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 61-25 which would amend sign definitions and required improvements. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10.B Ordinance No. 63-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would add a definition and the conditional use of "Used Automotive Wholesale", to the I-3 Industrial Park zoning district.

A public hearing was held regarding Ordinance No. 63-25.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 63-25 ordinance which would add a definition and the conditional use of "Used Automotive Wholesale", to the I-3 Industrial Park zoning district. Commissioner Ashely seconded the motion. The motion passed by unanimous vote.

10.C Ordinance No. 64-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would create Section 801.33, a proposed regulation for Outdoor Dog Dining based on Florida Statue 509.233.

A public hearing was held regarding Ordinance No. 64-25.

Bob Mathen, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 64-25 which would create Section 801.33, a proposed regulation for Outdoor Dog Dining based on Florida Statue 509.233. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 65-25: Conduct the First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing would amend Section 504.02, R-2 Single-Family Residential, Special Exception Use of School and or a House of Worship.

City Attorney Avallone read Ordinance No. 65-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.B Ordinance No. 66-25: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing would annex approximately 0.45 + acres of land located at 125 Jungle Road.

City Attorney Avallone read Ordinance No. 66-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.C Ordinance No. 67-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to Medium Density Residential on property located at 125 Jungle Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 67-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.D Ordinance No. 68-25: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing, would rezone approximately 0.45 + acres of land located at 125 Jungle Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 68-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.E Ordinance No. 69-25: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing, would annex approximately 12.88 + acres of land located at 824 Ingham Road.

City Attorney Avallone read Ordinance No. 69-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.F Ordinance No. 70-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Low Density Residential for property located at 824 Ingham Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 70-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.G Ordinance No. 71-25: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing, would rezone approximately 12.88 + acres of land located at 824 Ingham Road to R-2, Single-Family Residential as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 71-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.H Ordinance No. 72-25: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing would annex approximately 2.66 + acres of land located at 736 Louella Street.

City Attorney Avallone read Ordinance No. 72-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.I Ordinance No. 73-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment on approximately 2.66 + acres changing the Future Land Use to Rural on a property located at 736 Louella Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 73-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.J Ordinance No. 74-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing would rezone approximately 2.66 + acres of land to A-3, Transitional Agriculture for property located 736 Louella Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 74-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

11.K Ordinance No. 75-25: Conduct the First Reading of an Ordinance, which, if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to CFB Outdoors Inc.

City Attorney Avallone read Ordinance No. 75-25 for the first time by title only. She announced second reading and public hearing was scheduled for Tuesday, October 28, 2025.

12. BOARDS AND COMMISSIONS

12.A Board Appointment: Consider the appointment of four (4) citizens to serve on the Building Trades Examining Board.

Nomination:

Vice Mayor Martin nominated Robert Werner and Joseph Blanchett as reappointments as regular members. The nomination passed by unanimous vote.

Nomination:

Commissioner McGuirk nominated Nick Schultz and Commissioner Ashely nominated Randolph Mckown to serve as regular members. The nominations passed by unanimous vote.

Nomination:

Commissioner Ashley nominated Mary Fikert to serve as an alternate member. The nomination passed by unanimous vote.

12.B Board Vacancy Notice: The Fire Pension Board has one (1) vacancy due to a resignation.

12.C Board Vacancy Notice: The Police Pension board has one (1) member whose term is expiring on October 2, 2025.

12.D Board Vacancy Notice: The Planning and Zoning Board has two (2) vacancies.

12.E Board Vacancy Notice: The Turnbull Creek Land Preservation Commission has one (1) vacancy due to a resignation.

12.F Board Vacancy Notice: The Housing Authority currently has two (2) vacancies due to reappointment.

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor Martin commented on the citizen academy, Southeast Volusia Chamber of Commerce leadership academy, and commented on discussions during first readings of ordinances.

Commissioner Ashely commented on attending a two-day workshop with the Institute of Elected Municipal officials, Southeast Volusia Chamber of Commerce leadership academy, and commented on more discussion for Ordinance No. 65-25. He inquired about a HOA board.

Commissioner McGuirk clarified the rain in New Smyrna Beach during the month of September and October.

Mayor Cleveland addressed recent rain in New Smyrna Beach, Fire Chief Vandemark's legacy, and the upcoming Veterans Day event on November 11, 2026, at 11:00 AM.

14. CITY CLERK'S REPORT

14.A Meeting Notice: 2026 City Commission Regular Meetings

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

As there we no further business to discuss, Mayor Cleveland adjourned the meeting at 8:53 PM.

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 37-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED WOULD AUTHORIZATION FOR THE CITY OF NEW SMYRNA BEACH TO JOIN THE FLORIDA SHORT TERM ASSET RESERVE (FLSTAR) INVESTMENT POOL.

October 28, 2025

Background:

The City of New Smyrna Beach participates in several local government investment pools. The City's Investment Policy, adopted by Resolution 56-22, sets specific limits on these investments to ensure prudent management of public funds:

- Florida PRIME Investment Pool: Investment is limited to a maximum of 50% of available funds.
- Investment Pools that hold commercial paper: Investment is limited to a maximum of 40% of available funds.
- Investment Pools that do not hold commercial paper: Investment is permitted up to 100% of available funds.

The FLSTAR Investment Pool does not invest in commercial paper. According to the FLSTAR Information Statement and Fact Sheet, the Government Fund is restricted to U.S. government obligations, fully collateralized repurchase agreements, and AAAm-rated money market funds. Therefore, the City's Investment Policy allows for up to 100% of available funds to be invested in FLSTAR.

Joining FLSTAR provides the City with another compliant investment option, enhancing flexibility and diversification for the City's surplus funds. Additional facts regarding FLSTAR:

- FLSTAR is an intergovernmental investment trust created under Sections 163.01 and 218.415, Florida Statutes, allowing local governments to invest surplus funds in a professionally managed pool.
- The pool is managed by a Board of Trustees and administered by Hilltop Securities and J.P. Morgan Asset Management, with JPMorgan Chase Bank serving as custodian.
- An annual independent audit is conducted by PricewaterhouseCoopers LLC.
- FLSTAR is rated AAAm by Standard & Poor's and is designed to provide daily liquidity, competitive yields, and preservation of principal for participating local

governments.

Findings:

Adopt a Resolution authorizing the City of New Smyrna Beach to become a Participant in the FLSTAR Investment Pool by approving the Interlocal Agreement, designating authorized representatives, and authorizing execution of the Additional Party Agreement and completion of all required enrollment forms.

Fiscal Analysis:

The amount to be invested in FLSTAR is currently unknown. However, the pool features low fees with a maximum management fee of 10 basis points (0.10%), which may be waived in whole or in part. The current management fee is 4 basis points (0.04%). There is no minimum investment required.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

FL Star Investment Pool Information.pdf
FL Star Premier Government Investment Pool Fact Sheet.pdf
Res 37-25 FLSTAR Investment Pool.pdf



FLORIDA SHORT TERM ASSET RESERVE

A FLORIDA INTERGOVERNMENTAL INVESTMENT POOL AND TRUST

INFORMATION STATEMENT

March 2025

TABLE OF CONTENTS

Page

INTRODUCTION 1
ORGANIZATION 2
INFORMATION COMMON TO ALL PORTFOLIOS 2
RATINGS 3
ELIGIBILITY TO INVEST 4
ADMINISTRATION OF THE POOL 4
LIABILITY LIMITATIONS 5
OPERATING EXPENSES 5
ANNUAL AUDIT 5
PARTICIPATING IN THE POOL 6
WITHDRAWALS 7
PARTICIPANT FEES AND EXPENSES 7
REPORTS TO THE PARTICIPANTS 7
AMENDMENT OF POOL DOCUMENTS 7
GLOSSARY 8

EXHIBIT A—GOVERNMENT FUND SUMMARY OF INVESTMENT POLICIES AND RISK ANALYSIS

EXHIBIT B—PRIME FUND SUMMARY OF INVESTMENT POLICIES AND RISK ANALYSIS

No person or entity has been authorized to give any information or to make any representations other than those contained in this Information Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by FLSTAR, its Board of Trustees, the Investment Manager, the Co-Administrators, or any agent of FLSTAR.

The Units in FLSTAR have not been registered under the Securities Act of 1933, as amended, or any state securities law. The Securities and Exchange Commission ("SEC") has not passed upon the accuracy or adequacy of this Information Statement or approved Units in FLSTAR for sale.

The FLSTAR Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with this or any security prior to investing. Investments in FLSTAR are not insured or guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency and although FLSTAR seeks to preserve the value of the investment at a fixed price, it is possible to lose money by investing in the pool. For further information, contact FLSTAR Participant Services at (800) 839-7827. FLSTAR is distributed by Hilltop Securities Inc., a registered broker dealer, member FINRA/SIPC.

INTRODUCTION

Florida Short Term Asset Reserve ("FLSTAR" or the "Pool") was created under Section 163.01, Florida Statutes, by that certain Interlocal Agreement and Trust Instrument by and between the City of Haines City, Florida and the City of Ocoee, Florida (the "Initial Participants"), and any additional Units of Local Government who become Participants (as defined herein) of FLSTAR (as amended and supplemented from time to time, the "Interlocal Agreement"). FLSTAR operates as an intergovernmental investment pool as described in Section 218.415, Florida Statutes. All funds and investment assets are held in trust and managed by a Board of Trustees (the "Board") for the benefit of the Participants (as defined herein).

Certain terms used in this Information Statement are found in the Glossary attached to this Information Statement. Capitalized terms used but not defined herein will have the meaning ascribed to them in the Interlocal Agreement or the FLSTAR written investment policies adopted by FLSTAR for each of the Portfolios (collectively, the "Investment Policies").

Portfolios. The Interlocal Agreement created two Portfolios within FLSTAR, the Government Fund and the Prime Fund, and the Board may create additional Portfolios in the future. Each Participant may invest its Surplus Funds in whichever Portfolio or Portfolios it elects in the amount it determines.

Investment Objectives. The Pool will invest only in authorized investments pursuant to and in accordance with the Investment Policies adopted under Section 218.415, Florida Statutes. Its general investment objectives in order of importance are: safety of capital, liquidity of funds, and investment income. Each Portfolio is held separately from other Portfolios and will have its own Investment Policy and Authorized Investments.

Rating. All Portfolios within FLSTAR will maintain a "AAAm" or equivalent rating from at least one nationally recognized rating agency. The FLSTAR Government Fund is expected to be rated "AAAm" by Standard & Poor's upon receipt of its initial deposits, and the FLSTAR Prime Fund is expected to be rated "AAAm" by Standard & Poor's upon receipt of its initial deposits.

No Sales Commissions or Investment Minimum. There is no investment minimum and no sales charge.

Deposits, Withdrawals, and Transactions. Deposits and withdrawals may be made by automated clearinghouse ("ACH") or wire transfer through the Federal Reserve Bank System ("wire transfer"). Transaction requests will be by touch-tone telephone, internet transaction system or by contacting a FLSTAR representative. Dividends are distributed as of the close of business on the last business day of the month. On the first business day of the following month, the earnings are reinvested, unless the Participant has elected to have them paid out.

Investment Management. The Portfolios will be managed by J.P. Morgan Investment Management Inc. (the "Investment Manager").

Service Providers. Day to day administration of the Pool will be performed by Hilltop Securities Inc. and J.P. Morgan Investment Management Inc. (collectively, the "Co-Administrators"). Hilltop Securities Inc. will provide distribution, administrative, Participant support and marketing services. J.P. Morgan Investment Management Inc. will provide investment management services. Custodial, fund accounting and depository services are provided by JPMorgan Chase Bank, N.A. (the "Custodian"). Transfer agency services will be provided by DST Asset Manager Solutions, Inc. ("DST" or the "Transfer Agent"). Each of the Co-Administrators, the Custodian and the Transfer Agent may provide certain services, including those described herein, through the use of subcontractors or delegates.

Further Information. Further information is available by contacting FLSTAR Participant Services c/o Hilltop Securities Inc., 717 N Harwood, Suite 3400, Dallas, Texas 75201, phone (800) 839-7827, or fax (214) 953-8877. The FLSTAR website is www.FLSTAR.org.

This Information Statement provides detailed information about the Pool and its policies. Please read it carefully and retain it for future reference.

ORGANIZATION

The Pool was created by the Interlocal Agreement. Participation in the Pool is limited to the Initial Participants and those eligible Units of Local Government, which have become parties to the Interlocal Agreement by entering into an Additional Party Agreement ("Participants").

A Participant invests its Surplus Funds in the Portfolio selected by the Participant. The investment is represented by equal proportionate units of beneficial interest in the Portfolio ("Units"). Assets invested in a Portfolio will be managed separately, and segregated from, the assets of every other Portfolio under the Investment Policies for that Portfolio.

The Interlocal Agreement created two Portfolios of the Pool: the Government Fund and the Prime Fund, and the Board may authorize additional Portfolios. The Investment Policies of the Government Fund and the Investment Policies of the Prime Fund are each summarized in Exhibit A and Exhibit B to this Information Statement. Any Participant may obtain a copy of the Interlocal Agreement and complete Investment Policies from the FLSTAR website at www.FLSTAR.org or by contacting FLSTAR Participant Services at (800) 839-7827. Following each summary is an analysis of the Portfolio which each Unit of Local Government should review to determine if the Portfolio meets its needs.

INFORMATION COMMON TO ALL PORTFOLIOS

Prudent Person Standard. FLSTAR is managed in accordance with "the prudent person standard of care," which states that "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

Authorized Institutions and Dealers. The securities dealers, issuers, and banks from whom securities are purchased will be those approved by the Board. The Investment Manager will maintain a list of such authorized securities dealers, issuers, and banks.

Third Party Custodial Agreements. All Portfolio securities will be held with a third party; and all securities purchased by, and all collateral obtained by, a Portfolio will be properly designated as an asset of that Portfolio. No withdrawal of securities, in whole or in part, will be made from safekeeping, except by an Authorized Representative of FLSTAR. Securities transactions between a broker-dealer and the Custodian involving purchase or sale of securities by transfer of money or securities will be made on a "delivery vs. payment" basis, if applicable, to ensure that the Custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

Bid Requirement. When feasible and appropriate, the Investment Manager will competitively bid investments. Except as otherwise required by the laws of the State of Florida (the "State"), the bid deemed to best meet the investment objectives stated herein will be selected.

Master Repurchase Agreement. All institutions and dealers approved by the Board to transact in repurchase agreements with the Portfolios will execute a Master Repurchase Agreement in the form provided by the Securities Industry and Financial Markets Association and will perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to the requirements of the Master Repurchase Agreement.

Risk and Diversification. Investments will be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies will be reviewed and revised periodically, as deemed necessary by the Investment Manager.

Maturity and Liquidity Requirements. Each Portfolio will be structured in such a manner as to provide sufficient liquidity to the Participants. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

Temporary Cash Holdings. To respond to unusual market conditions in a prudent manner, a Portfolio or

Portfolios may be required to hold all or most of their total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent a Portfolio from meeting all its investment objectives.

Distribution of Gains and Losses. So long as a Portfolio continues to utilize amortized accounting, all gains or losses from the sale of, and all other income received from, securities held in the Portfolio will be distributed among its Participants in proportion to their day-weighted Units in the Portfolio and generally are amortized over a period of up to thirty (30) days from the date on which the gain, loss, or income is realized or received.

Maintaining a Stable Value. The Portfolios seek to maintain a stable value of $1.00 per Unit (rounded to the nearest whole cent); however, the $1.00 per Unit value is not guaranteed or insured by FLSTAR or the Co-Administrators. There can be no assurance that the Portfolios or any of them will maintain a stable net asset value of $1.00.

Although all securities in the Portfolios are marked to market daily using the fair value method, amortized cost, which generally approximates the market value of securities, is utilized. The Board, in its discretion, may elect to cease utilizing amortized accounting and to commence utilizing the fair value method at any time. To the extent that the Board elects to utilize a net asset value per share determined by using available market quotations in lieu of amortized accounting for a Portfolio, the Portfolio will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

If, upon a daily calculation, the Investment Manager finds that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and $1.00 per Unit of a Portfolio's assets exceeds $0.0040, the Board will direct the Investment Manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable of any dilution or unfair results to existing Participants.

Monitoring Market Price. Through one or both of the Co-Administrators, the Portfolios will account for all transactions and will mark to market each Portfolio's holdings on a daily basis through the use of independent or affiliated commercial pricing services or third party broker-dealers. The market prices will be checked daily for current data and validity of information. In addition, a reasonability test will be performed in order to determine if the prices received are within a set tolerance range. In the event that any of the prices fall outside of the set tolerance range, such prices will be investigated.

Internal Controls. FLSTAR will have a system of internal controls. The internal controls will be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by personnel. As part of the FLSTAR financial audit, its independent auditors will review such internal controls.

Investment Risks. An investment in FLSTAR is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government or private agency. Although FLSTAR seeks to maintain a stable net asset value of $1.00 per Unit, it is possible to lose money by investing in FLSTAR. An investment in a FLSTAR Portfolio or Portfolios may not provide a complete investment program. The suitability of an investment in a FLSTAR Portfolio should be considered based on the investment objective, strategies and risks described in this Information Statement, considered in light of all of the other investments in your portfolio, as well as your risk tolerance, financial goals and time horizons.

RATINGS

All portfolios will maintain a "AAAm" or equivalent rating from at least one nationally recognized rating agency. The FLSTAR Government Fund is expected to be rated "AAAm" by Standard & Poor's upon receipt of its initial deposits, and the FLSTAR Prime Fund is expected to be rated "AAAm" by Standard & Poor's upon receipt of its initial deposits. An explanation of the significance of such a rating may be obtained from Standard & Poor's, 1221 Avenue of the Americas, New York, NY 10041.

ELIGIBILITY TO INVEST

Only a Unit of Local Government may invest in FLSTAR. A Unit of Local Government is defined in the Interlocal Agreement as any governmental entity within the State and not part of State government, including, but not limited to, counties, municipalities, school districts, special districts, clerks of circuit court, sheriffs, property appraisers, tax collectors, supervisors of elections, authorities, boards, public corporations, or any other political subdivision of the State. A Unit of Local Government investing in FLSTAR must be authorized pursuant to Section 218.415, Florida Statutes, and its own local laws, to invest its Surplus Funds in statutorily permitted investments, including, but not limited to, any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes.

ADMINISTRATION OF THE POOL

The Pool Structure. FLSTAR is organized as a common law trust under the laws of the State. The Surplus Funds of the Participants deposited to FLSTAR, all investments purchased with such Surplus Funds, and all income, profits, and gains therefrom (collectively, the "Trust Assets") are held in trust and managed by the Board for the benefit of the Participants. The Participants delegate to FLSTAR through the Board the authority to hold legal title to and manage all Trust Assets.

The Board of Trustees. Pursuant to the Interlocal Agreement, the business and affairs of the Pool are managed by the Board, which is a separate legal entity created pursuant to Section 163.01(7), Florida Statutes. Primary duties of the Board include, but are not limited to, adoption or amendment of the Investment Policies and Operating Procedures, establishing new Portfolios, and employing the Co-Administrators and other service providers.

The Interlocal Agreement sets forth procedures governing the selection of the members of the Board. The Interlocal Agreement provides for an initial three-member Board consisting of officers or employees of Participants (the "Initial Trustees"). Following their initial terms, the Initial Trustees continue to serve for staggered three-year terms, unless the Participants elect to replace a trustee at the end of their term in accordance with the procedures set forth in the Interlocal Agreement. Vacancies occurring between terms may be filled by a majority of the remaining Board members.

Board members serve without compensation but are entitled to reimbursement of reasonable out-of-pocket expenses incurred in the performance of Board duties.

The Board consists of the following individuals:

Trustee	Office	Term	Affiliation
Tavia Ritchie	President	9/30/27	City of Kissimmee, Florida
Elissa Nagy	Vice President/Secretary	9/30/25	Indian River County, Florida

The meetings of the Board are open to the public.

Co-Administrators. The Board has entered into a contract with the Co-Administrators to provide administrative, investment management, fund accounting, transfer agency, Participant and marketing services for the Pool (the "Agreement"). These duties also include receiving Pool applications, providing a record-keeping system for the Pool, processing deposits, withdrawals and other requests, preparing monthly reports to the Board and Participants on the performance of the Portfolios and the net asset value per Unit, and providing day to day contact with Participants. DST Asset Manager Solutions, Inc. ("DST" or the "Transfer Agent") has subcontracted to provide transfer agency services. DST and each of the Co-Administrators or its affiliates may provide certain services, including those described herein, through the use of subcontractors or delegates.

Custodian. JPMorgan Chase Bank, N.A. is the custodian for the Pool. The Custodian will receive and disburse all Participant deposits and withdrawals, settle all portfolio trades, safekeep certain securities, and collect all income or any other payment due in connection with purchased securities. The Custodian or its affiliates may provide certain services, including those described herein, through the use of subcontractors or delegates.

LIABILITY LIMITATIONS

None of the Board, the Trustees, nor any officers, employees, nor board members of any of the foregoing will be held liable for any action or omission to act on behalf of FLSTAR or the Participants unless caused by such person's fraud, willful malfeasance, or bad faith.

The Co-Administrators have agreed to indemnify and hold harmless FLSTAR and the Board from any reasonably foreseeable loss, liability or cost (including reasonable attorney's fees) which is not covered by insurance proceeds and which FLSTAR and the Board may sustain, incur or assume resulting from failure of such Co-Administrator to exercise reasonable care and diligence in carrying out its duties and obligations under the Agreement or resulting from the Co-Administrator's willful misconduct; unless such claims result from negligence of FLSTAR or the Board. To the extent that a Co-Administrator delegates all or a part of its responsibilities under the Agreement, the Co-Administrator will be responsible for compliance with the terms of the Agreement to the same extent as if such Co-Administrator itself had acted or failed to act instead of the delegate.

Neither Co-Administrator guarantees the performance of the assets of FLSTAR or any specific level of performance, that FLSTAR will maintain a net asset value per share of $1.00, the success of any investment decision or strategy that the Co-Administrators may use, or the success of the Co-Administrators' overall management of FLSTAR. Investment decisions made for FLSTAR by the Co-Administrators are subject to various market, currency, economic, political and business risks, and those investment decisions may not always be profitable.

To the fullest extent permitted by law, any obligation of FLSTAR will be payable solely from the assets held by FLSTAR, and none of the Unitholders, whether past, present, or future, will be personally liable therefor. Nothing contained in the Interlocal Agreement is a waiver by a Participant of any of the benefits of sovereign immunity.

OPERATING EXPENSES

The Co-Administrators' fee under the Agreement is calculated for each Portfolio. The Co-Administrators' fee for the Government Fund will be accrued daily and paid monthly at an annual rate of 10 basis points (0.10%), based on the total of all Participants' balances in the Government Fund at the end of each day. The Co-Administrators' fee for the Prime Fund will be accrued daily and paid monthly at an annual rate of 13 basis points (0.13%), based on the total of all Participants' balances in the Prime Fund at the end of each day. Each fee includes other operating expenses including, but are not limited to, expenses of the Board, including directors and officers liability insurance, legal, audit and accounting expenses, the costs of safekeeping, settlement, cash movement and banking services provided by the Custodian, rating agency fees, non-recurring expenses, deferred organizational expenses, and expenses of preparing, printing and mailing Information Statements, reports, notices and proxy materials to Participants.

ANNUAL AUDIT

The financial statements of FLSTAR will be examined and a certification issued by an independent certified public accounting firm, following the close of each fiscal year. The examination will include reconciliation of securities held by the Custodian and a review of the Pool's internal controls over financial reporting as a basis for designing auditing procedures for the purpose of expressing an opinion on the financial statements. An annual report including the auditor's opinion, following its completion, will be provided to each Participant of record as of the close of the Pool's fiscal year, which ends March 31 ("Annual Report").

PARTICIPATING IN THE POOL

To become a Participant in FLSTAR, a Unit of Local Government must enact an ordinance or adopt a resolution, among other things:

- Authorizing the Unit of Local Government to become a Participant and approving the Interlocal Agreement;
- Acknowledging the Board's power to supervise FLSTAR and agreeing that the Surplus Funds it transfers to FLSTAR will be held and managed in trust by the Board for the Unit of Local Government's benefit;
- Designating Authorized Representatives of the Participant; and
- Consenting to the terms and conditions specified on the website in order to use the online transaction system.

Following enactment of the ordinance or adoption of the resolution, as applicable, the Unit of Local Government must complete and forward to Hilltop Securities Inc. the Pool application form, together with a certified copy of the resolution and an executed counterpart of the Additional Party Agreement. The Unit of Local Government will file the Interlocal Agreement and Additional Party Agreement in the public records of the county in which it is located.

A Unit of Local Government may become a Participant and open an account with the Pool without being obligated to deposit any money or otherwise actively participate in the Pool.

Deposits. Deposits (including new accounts) are required to be made by either Automated Clearing House electronic funds transfer ("ACH") or wire transfer through the Federal Reserve Bank System ("Wire Transfer"). Deposits will be accepted by the Pool on any business day.

In the case of a Wire Transfer deposit, the Participant must notify FLSTAR of any wire deposit transaction requests by 5:00 p.m. ET if using the internet transaction system or by 4:30 p.m. ET when contacting a Participant Services Representative.

In addition to notifying FLSTAR, the Participant must instruct its local bank to wire funds to FLSTAR by 5:00 p.m. ET. All incoming wire deposits must be received by 5:00 p.m. ET, to earn interest for that day. Any wire deposits received after 5:00 p.m. ET will not be invested until the following business day.

ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the Pool. In the case of an ACH deposit, the Participant must notify FLSTAR by 5:00 p.m. ET one business day prior to the settlement date when using the internet transaction system or by 4:30 p.m. ET one business day prior to the settlement date when contacting a Participant Services Representative. ACH transactions are processed in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific FLSTAR account or subaccount. In the event of an ACH rejection, FLSTAR will contact the Participant to confirm the rejection. FLSTAR will credit/debit the Participant's account accordingly.

Transfers. Participants may transfer funds from one of their FLSTAR sub-accounts to another of their FLSTAR sub-accounts. In the case of an internal transfer, the Participant must notify FLSTAR of any internal transfer transaction requests by 5:00 p.m. ET if using the internet transaction system or by 4:30 p.m. ET when contacting a Participant Services Representative.

The procedures for transfers are described in the Operating Procedures.

Business Days. The Pool will determine on an annual basis the business days on which it will conduct operations.

WITHDRAWALS

Withdrawals are required to be made by either Automated Clearing House electronic funds transfer ("ACH") or wire transfer through the Federal Reserve Bank System ("Wire Transfer"). Withdrawals will be processed from the FLSTAR Portfolio on any business day (or in the event such day is not a business day, on the next preceding business day).

Wire transfer withdrawal transaction requests will be executed on the same day as initiated. In the case of a Wire Transfer withdrawal, the Participant must notify FLSTAR either by 5:00 p.m. ET using the internet transaction system or by 4:30 p.m. ET by contacting a Participant Services Representative.

ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the Pool. In the case of an ACH withdrawal, the Participant must notify FLSTAR by 5:00 p.m. ET one business day prior to the settlement date using the internet transaction system or by 4:30 p.m. ET one business day prior to the settlement date when contacting a Participant Services Representative. ACH transfer withdrawals are sent in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific FLSTAR account or subaccount. In the event of an ACH rejection, FLSTAR will contact the Participant to confirm the rejection. FLSTAR will credit/debit the Participant's account accordingly.

In all cases, the Participant must provide the following information: name, identifying access code, Pool account number and the amount to be withdrawn. The amount requested to be withdrawn cannot exceed the net asset value of the Participant's account on the date such notice is given.

FLSTAR reserves the right to suspend the right of withdrawal or to postpone the date of payment in the event that the Federal Reserve is closed other than for customary weekend and holiday closings, in the event of a general suspension of trading in any securities market which affects FLSTAR operations, or if, in the opinion of the Board, an emergency exists so that the disposal of FLSTAR's securities or determination of its net asset value is not reasonably practical.

PARTICIPANT FEES AND EXPENSES

A Participant's account will be directly charged for the cost of any special services rendered at the request of the Participant. A Participant's account will also be charged with all actual costs and expenses associated with extraordinary events affecting such account including, but not limited to, losses of investment income to the Pool associated with ACH returns or by failure to timely transmit a wire transfer for deposit, unless such failure was beyond the control of the Participant.

REPORTS TO THE PARTICIPANTS

Participants receive a transaction confirmation detailing each deposit, withdrawal, transfer, and exchange. Each Participant also receives a monthly statement of its account showing the current balance in its account and all activity since the prior monthly report. The Pool will issue an Annual Report containing financial statements audited by the Pool's independent auditors.

AMENDMENT OF POOL DOCUMENTS

The Interlocal Agreement may be amended by a majority of the Board; provided, however, the Interlocal Agreement may not be amended to (i) change the purpose of FLSTAR; (ii) permit the diversion or application of any Trust Assets for any purpose other than those specified in the Interlocal Agreement; (iii) change any rights with respect to any Units by reducing the amount payable thereon upon liquidation of FLSTAR; or (iv) impair the exemptions contained in the Interlocal Agreement from personal liability of the Participants, the Trustees, officers, employees, and agents of FLSTAR. Any amendment will be effective 30 days after notice is mailed or otherwise delivered to all existing Participants setting forth the substance of the amendment and permitting each Participant to terminate its participation and request payment of its balance on the terms set out in the Operating Procedures.

The Investment Policies, the Operating Procedures, and the Bylaws, if any, may be amended by the Board, provided that notice of any such amendment which the Board determines materially affects the Participants

is sent to each Participant at least 30 days prior to the effective date thereof.

GLOSSARY

Some of the terms used in this Information Statement are described below:

Asset-backed securities: Interests in a stream of payments from specific assets. such as auto or credit card receivables.

Bankers' Acceptances: Negotiable obligations of a bank to pay a draft which has been drawn on it by a customer. These obligations are backed by large banks and usually by goods in international trade, as well.

Commercial paper: Short-term unsecured promissory notes with maturities of 1 to 270 days which are issued by banks, corporations and others to finance short-term credit needs.

Demand notes: Debt securities with no set maturity date. The investor can generally demand payment of the principal at any time.

Floating rate securities: Securities whose interest rates adjust automatically whenever a particular interest rate changes.

GSE: A financial services corporation created by the United States Congress, such as Federal National Mortgage Association, or Fannie Mae, and the Federal Home Loan Mortgage Corporation, or Freddie Mac.

Liquidity: The ability to easily convert investments into cash without losing a significant amount of money in the process.

Repurchase agreement: A special type of a short-term investment. A dealer sells securities to a Fund and agrees to buy them back later for a set price. This set price includes interest. In effect, the dealer is borrowing the Fund's money for a short time, using the securities as collateral.

U.S. government securities: Debt instruments (Treasury bills. notes. and bonds) guaranteed by the U.S. government or its agencies or instrumentalities for the timely payment of principal and interest.

Variable rate securities: Securities whose interest rates are periodically adjusted.

EXHIBIT A

GOVERNMENT FUND

SUMMARY OF INVESTMENT POLICIES AND RISK ANALYSIS

The following are the types of investments in which the Government Fund may invest. The Government Fund may not be invested in commercial paper, certificates of deposit, or any other investments that are not listed below.

1. Obligations of the United States Government, its Agencies, and Instrumentalities as described below:

(a) Bills, notes, and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.

(b) Obligations of any agency or instrumentality of the United States, including but not limited to, obligations of The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and the Government National Mortgage Association.

(c) Obligations issued by entities with liquidity support from the U.S. Government, or its agencies or instrumentalities (government sponsored enterprises). These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

(d) Obligations of the United States Government, its agencies and instrumentalities may include obligations with interest rates that adjust on set dates and are reasonably expected to have a market value that approximates amortized cost on such dates ("variable rate notes" or "VRN") or obligations with interest rates that adjust whenever a benchmark rate or index changes and are reasonably expected to have a market value that approximates amortized cost ("floating rate securities"). These obligations may have demand features which give the Government Fund the right to demand repayment of principal on specified dates or after giving a specified notice. Such securities may be deemed to have maturities shorter than their stated maturity dates.

2. Repurchase Agreements as described below:

Repurchase agreements with a termination date of 364 days or less collateralized by U.S. Treasury obligations, federal agency securities, and federal instrumentality securities listed in 1 above. The purchased securities will have a minimum market value including accrued interest of 102 percent (102%) of the dollar value of the transaction. Collateral will be held by the Custodian or a sub-custodian, and market value of the collateral securities will be marked-to-the market daily. Repurchase agreement counterparties, if rated, will have a short-term credit rating of at least 'A-1' or the equivalent and a long-term rating of at least 'A' or the equivalent by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), Moody's Investors Service, Inc. ("Moody's"), or another nationally recognized statistical rating organization (collectively, "NRSRO").

3. Money Market Funds as described below:

No-load money market mutual funds that (i) are registered with and regulated by the U.S. Securities and Exchange Commission; (ii) include in their investment objectives the maintenance of a stable net asset value of $1.00; (iii) are rated 'AAAm' or equivalent by at least one NRSRO; and (iv) invest only in obligations of the United States, its agencies and/or instrumentalities, or repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities.

Portfolio Structure. The Government Fund will be designed and managed to ensure that it will meet all the

requirements necessary to maintain a 'AAAm' rating (or the equivalent) by at least one NRSRO. The weighted average maturity of the Government Fund will be limited to: (a) a maximum sixty (60) days when calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable rate notes or floating rate securities; and (b) a maximum of one hundred twenty (120) days as calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made. Specific portfolio composition and maturity limitation guidelines will be guided by the following general parameters.

Portfolio Composition. The composition of the Government Fund will be limited as follows. Limitations will be applied by comparing the amortized cost of the Government Fund's investments at the time of purchase.

1. United States Government Securities, Agencies, and Instrumentalities. Up to one hundred percent (100%) of the Government Fund may be invested in obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States, its agencies, or instrumentalities, including government sponsored enterprises.

2. Repurchase Agreements. Up to one hundred percent (100%) of the Government Fund may be invested in repurchase agreements.

3. Money Market Mutual Funds. Up to a maximum of ten percent (10%) of the Government Fund may be invested in any one money market mutual fund, and the Government Fund's investment in any one money market mutual fund may not exceed ten percent (10%) of the total assets of that money market mutual fund.

Maturity Limitations.

1. Government Securities, Agencies and Instrumentalities. The maximum final maturity for any securities that are obligations of or guaranteed or insured by the United States government, its agencies, or instrumentalities will be limited to 397 days for fixed rate securities, 397 days for floating rate securities rated below "AA-" by at least one NRSRO, two years (762 days) for floating rate securities rated "AA-" or higher by at least one NRSRO, and two years (762 days) for variable rate notes.

2. Repurchase Agreements. The maturity of repurchase agreements will not exceed 364 days unless the repurchase agreements have a put option that allows the fund to liquidate the position at par (principal plus accrued interest).

RISK ANALYSIS OF THE GOVERNMENT FUND

The Government Fund is subject to various risks, including those listed below, any of which may adversely affect the Government Fund's performance and ability to meet its investment objective.

Interest Rate Risk. The prices of bonds and other debt securities in which the Government Fund will invest, including bonds and debt securities issued by the U.S. Government, its agencies and instrumentalities, will change in value, that is, market price based on changes in interest rates. If rates increase, the value of these investments generally declines. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The Government Fund may invest in variable and floating rate securities. Although these instruments are generally less sensitive to interest rate changes than fixed rate instruments, the value of floating rate and variable securities may decline if their interest rates do not rise as quickly, or as much, as general interest rates.

Credit Risk. Credit risk is the possibility that an issuer of a fixed income security held by the Government Fund will default on the security by failing to pay principal or interest when due. Any class of investment is subject to this risk. Remedies against a defaulting issuer of securities are limited, and the Government Fund may not be successful in securing repayment. A deterioration in credit quality or perceived credit quality of an investment held by the Government Fund could reduce the market price at which the

Government Fund could sell the investment. The Investment Manager assesses the credit quality of the investments made for the Government Fund.

**U.S. Treasury securities are backed by the full faith and credit of the U.S. government, meaning that the U.S. government is required to repay the principal when due. Other types of securities issued or guaranteed by federal agencies and U.S. government sponsored instrumentalities may not be backed by the full faith and credit of the U.S. Government. In this case, payment is due from the agency or instrumentality only.

**In the event a repurchase agreement counterparty fails to make payment or defaults completely, the Government Fund should be able to take possession of and sell the securities held to secure the counterparty's obligations. However, a loss may be realized on the sale of the underlying security to the extent that the proceeds from the sale of the security are less than the resale price, including interest, provided in the repurchase agreement. Moreover, should a counterparty declare bankruptcy or become insolvent, the Government Fund may incur delays and costs in selling the underlying security.

Market Risk. The market price of securities owned by the Government Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries. The U.S. government and other issuers of securities do not guarantee the market price of their securities.

Prepayment Risk. Some of the securities in which the Government Fund will invest permit the repayment of principal on an unscheduled basis. The result is that the Government Fund must reinvest the proceeds when they are received and may not be able to attain the same interest rate or credit characteristics as the original investment.

Management Risk. The Government Fund is subject to management risk and it may not achieve its objective if the Investment Manager's expectations regarding particular instruments or interest rates are not met.

Stable Net Asset Value Risk: Although the Government Fund seeks to preserve the value of your investment at $1.00 per Unit, it cannot guarantee it will do so. An investment in the Government Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Transactions Risk. The Government Fund could experience a loss and its liquidity may be negatively impacted when selling securities to meet withdrawal requests by Unitholders. The risk of loss increases if the withdrawal requests are unusually large or frequent or occur in times of overall market turmoil or declining prices. Similarly, large purchases of Government Fund Units may adversely affect the Government Fund's performance to the extent that the Government Fund is delayed in investing new cash and is required to maintain a larger cash position than it ordinarily would.

EXHIBIT B

PRIME FUND

SUMMARY OF INVESTMENT POLICIES AND RISK ANALYSIS

The following are the types of investments in which the Prime Fund may invest:

1. Obligations of the United States Government, its Agencies, and Instrumentalities:

(a) Bills, notes, and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.

(b) Obligations of any agency or instrumentality of the United States, including but not limited to, obligations of The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and the Government National Mortgage Association.

(c) Obligations issued by entities with liquidity support from the U.S. Government, or its agencies or instrumentalities (government sponsored enterprises). These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

2. Repurchase Agreements:

Repurchase agreements with a termination date of 364 days or less collateralized by U.S. Treasury obligations, federal agency securities, and federal instrumentality securities listed in 1 above. The purchased securities will have a minimum market value including accrued interest of 102 percent (102%) of the dollar value of the transaction. Collateral will be held by the Custodian or a sub-custodian, and market value of the collateral securities will be marked-to-the market daily. Repurchase agreement counterparties, if rated, will have a short-term credit rating of at least 'A-1' or the equivalent and a long-term rating of at least 'A' or the equivalent by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), Moody's Investors Service, Inc. ("Moody's"), or another nationally recognized statistical rating organization (collectively, "NRSRO").

3. Commercial Paper:

The Prime Fund may invest in "prime quality" commercial paper of corporations, including paper issued by bank holding companies and high-quality asset-backed securities, with a maturity of 397 days or less. "Prime quality" commercial paper must be rated in one of the two highest short-term rating categories of a NRSRO.

4. Corporate Notes and Bonds:

The Prime Fund may invest in bonds, notes and other evidences of indebtedness or obligations issued by corporations having a remaining maturity less than or equal to 397 days. All such debt obligations shall be rated in one of the two highest short-term rating categories by a NRSRO.

5. Obligations of Banks.

The Prime Fund may purchase bankers' acceptances, certificates of deposit, time deposits and negotiable bank deposit notes issued by domestic banks and foreign banks. Yankee instruments are denominated in U.S. dollars and issued by U.S. branches of foreign banks. Eurodollar instruments are denominated in U.S. dollars and issued by non-U.S. branches of U.S. or foreign banks. The Prime Fund may invest in Bank obligations with maturities of 397 days or less if rated

in one of the two highest short-term rating categories of a NRSRO. The Prime Fund will not invest in any bank obligation with a remaining maturity greater than 397 days.

6. Asset Backed Securities.

The Prime Fund may invest in asset backed securities. Asset backed securities are payable from pools of obligations, many of which involve consumer or commercial debt. Asset backed securities take the form of commercial paper, notes or pass-through certificates.

7. Foreign Securities.

The Prime Fund may invest in foreign securities issued in U.S. dollars by issuers based outside the United States, so long as they are eligible investments under the foregoing categories.

8. Floating Rate and Variable Rate Obligations.

The Prime Fund may purchase obligations that have interest rates that adjust on set dates and are reasonably expected to have a market value that approximates amortized cost on such dates (variable rate obligations or "VRN") or obligations that have interest rates that adjust whenever a benchmark rate or index changes and are reasonably expected to have a market value that approximates amortized cost (floating rate obligations). These obligations may have demand features which give the Prime Fund the right to demand repayment of principal on specified dates or after giving a specified notice. Such securities may be deemed to have maturities shorter than their stated maturity dates.

9. Money Market Funds.

The Prime Fund may invest in no-load money market mutual funds that (i) are registered with and regulated by the U.S. Securities and Exchange Commission; (ii) include in their investment objectives the maintenance of a stable net asset value of $1.00; and (iii) are rated “AAAm” or equivalent by a NRSRO.

The Prime Fund may not engage or invest in short sales, margin transactions, commodity or future contracts, venture capital, or initial public offerings, option trading and derivative transactions.

The Prime Fund may not invest in asset backed commercial paper securities that are classified as structured investment vehicles (SIV), collateralized debt obligations (CDO), structured arbitrage vehicles (SAV) or extendible commercial paper. The Prime Fund may not invest in obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal, obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest, collateralized mortgage obligations and derivatives.

Portfolio Structure. The Prime Fund will be designed and managed to ensure that it will meet all the requirements necessary to maintain a 'AAAm' rating (or the equivalent) by at least one NRSRO. The weighted average maturity of the Prime Fund will be limited to: (a) a maximum sixty (60) days when calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable rate notes or floating rate securities; and (b) a maximum of one hundred twenty (120) days as calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made. Specific portfolio composition and maturity limitation guidelines will be guided by the following general parameters.

Portfolio Composition. The composition of the Prime Fund shall be limited as follows. Limitations shall be applied by comparing amortized cost of the Prime Fund's investments at the time of purchase.

1. United States Government Securities, Agencies, and Instrumentalities. Up to one hundred

percent (100%) of the Prime Fund may be invested in obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States, its agencies, or instrumentalities, including government sponsored enterprises.

2. Repurchase Agreements. Up to one hundred percent (100%) of the Prime Fund may be invested in repurchase agreements.

3. Commercial Paper. No more than 5% of the Prime Fund may be invested in the commercial paper of any single entity (including affiliates).

4. Corporate Notes and Bonds. No more than 5% of the Prime Fund may be invested in corporate notes and bonds of any single entity (including affiliates).

5. Money Market Mutual Funds. Up to a maximum of ten percent (10%) of the Prime Fund may be invested in any one money market mutual fund, and the Prime Fund's investment in any one money market mutual fund may not exceed ten percent (10%) of the total assets of that money market mutual fund.

6. Industry. No more than 25% of the assets of the Prime Fund may be invested in a single industry or business sector; provided that this limitation does not apply to securities issued or guaranteed by companies in the financial services or banking industries.

Maturity Limitations.

1. Government Securities, Agencies and Instrumentalities. The maximum final maturity for any securities that are obligations of or guaranteed or insured by the United States government, its agencies, or instrumentalities will be limited to 397 days for fixed rate securities and two years (762 days) for variable rate notes.

2. Repurchase Agreements. The maturity of repurchase agreements will not exceed 364 days unless the repurchase agreements have a put option that allows the fund to liquidate the position at par (principal plus accrued interest).

3. Based on Ratings. The maximum final maturity for a fixed-rate investment, a non-sovereign government floating rate investment, and a sovereign floating rate investment rated below "AA-" or equivalent rating by at least one NRSRO is 397 days. The maximum final maturity for a sovereign government (including sovereign government related/guaranteed) floating rate security rated at least "AA-" or an equivalent rating by at least one NRSRO is two years (762 days).

RISK ANALYSIS OF THE PRIME FUND

The Prime Fund is subject to various risks, including those listed below, any of which may adversely affect the Prime Fund's performance and ability to meet its investment objective.

Stable Net Asset Value Risk: Although the Prime Fund seeks to preserve the value of your investment at $1.00 per Unit, it cannot guarantee it will do so. An investment in the Prime Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Interest Rate Risk. The prices of bonds and other debt securities in which the Prime Fund will invest will change in value, that is, market price based on changes in interest rates. If rates increase, the value of these investments generally declines. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The Prime Fund may invest in variable and floating rate securities. Although these instruments are generally less sensitive to interest rate changes than fixed rate instruments, the value of floating rate and variable securities may decline if their interest rates do not rise as quickly, or as much, as general interest rates.

Credit Risk. Credit risk is the possibility that an issuer of a fixed income security held by the Prime Fund will default on the security by failing to pay principal or interest when due. Any class of investment is subject to this risk. Remedies against a defaulting issuer of securities are limited, and the Prime Fund may not be

successful in securing repayment. A deterioration in credit quality or perceived credit quality of an investment held by the Prime Fund could reduce the market price at which the Prime Fund could sell the investment. The Investment Manager assesses the credit quality of the investments made for the Prime Fund.

**Commercial paper refers to short-term unsecured promissory notes issued by business entities to finance short-term credit needs. The Prime Fund will invest in high quality commercial paper, as defined in the Investment Policies. Issuers of commercial paper could fail to make payments when due or default completely. Many issuers of commercial paper expect to repay commercial paper obligations at maturity from the proceeds of issuance of new commercial paper. As a result, investment in commercial paper is subject to the risk the issuer cannot issue enough new commercial paper to satisfy its outstanding commercial paper payment obligations, also known as rollover risk.

**U.S. Treasury securities are backed by the full faith and credit of the U.S. government, meaning that the U.S. government is required to repay the principal when due. Other types of securities issued or guaranteed by federal agencies and U.S. government sponsored instrumentalities may not be backed by the full faith and credit of the U.S. Government. In this case, payment is due from the agency or instrumentality only.

**In the event a repurchase agreement counterparty fails to make payment or defaults completely, the Prime Fund should be able to take possession of and sell the securities held to secure the counterparty's obligations. However, a loss may be realized on the sale of the underlying security to the extent that the proceeds from the sale of the security are less than the resale price, including interest, provided in the repurchase agreement. Moreover, should a counterparty declare bankruptcy or become insolvent, the Prime Fund may incur delays and costs in selling the underlying security.

Market Risk. The market price of securities owned by the Prime Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries. Issuers of securities do not guarantee the *market price* of their securities.

Unscheduled Payment Risk. Some of the securities in which the Prime Fund will invest permit the repayment of principal on an unscheduled basis. The result is that the Prime Fund must reinvest the proceeds when they are received and may not be able to attain the same interest rate or credit characteristics as the original investment.

Management Risk. The Prime Fund is subject to management risk and it may not achieve its objective if the Investment Manager's expectations regarding particular instruments or interest rates are not met.

Concentration Risk. Because the Prime Fund will, under ordinary circumstances, invest a significant portion of its assets in securities of companies in the banking industry, developments affecting the banking industry may have a disproportionate impact on the Prime Fund. These risks generally include interest rate risk, credit risk and risk associated with regulatory changes in the banking industry. The profitability of banks depends largely on the availability and cost of funds, which can change depending on economic conditions.

Foreign Securities Risk. Foreign securities pose additional risks because foreign economic or political conditions may be less favorable than those of the United States. These risks include capital controls and the imposition of foreign withholding taxes. However, these obligations will undergo the same type of credit analysis as domestic issuers in which the Prime Fund invests, and they will have at least the same financial strength as the domestic issuers approved for the Prime Fund.

Liquidity Risk. Trading opportunities are more limited for fixed income securities that are not widely held. These features make it more difficult to sell or buy securities at a favorable price or time. Consequently, the Prime Fund may have to accept a lower price to sell a security, sell other securities to raise cash or give up on an investment opportunity, any of which could have a negative impact on the Prime Fund's performance.

Transactions Risk. The Prime Fund could experience a loss and its liquidity may be negatively impacted when selling securities to meet withdrawal requests by Unitholders. The risk of loss increases if the withdrawal requests are unusually large or frequent or occur in times of overall market turmoil or declining prices. Similarly, large purchases of Fund Units may adversely affect the Prime Fund's performance to the extent that the Prime Fund is delayed in investing new cash and is required to maintain a larger cash

position than it ordinarily would.

FLSTAR

PREMIER GOVERNMENT INVESTMENT POOLS



PROGRAM FEATURES

FLSTAR provides a variety of benefits to Florida local governments:

- Conservatively managed investment pool providing daily liquidity & competitive yields.
- Created by local governments for local governments in full compliance with the Florida State Statutes and rated AAAm by Standard & Poor's.
- Recognized Program Administrators with a proven track record in government investment pool management (HilltopSecurities and J.P. Morgan Asset Management).
- User-friendly operating systems (including internet transaction systems) powered by leading-edge technology.
- Responsive customer service staff.
- Same day availability of funds with late day transaction deadlines until 5 p.m.

OBJECTIVES OF FLSTAR GOVERNMENT FUND

The primary objectives of FLSTAR Government Fund are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants' needs, diversification, and yield.

MAXIMUM AVERAGE DOLLAR-WEIGHTED MATURITY

The dollar weighted average maturity of the FLSTAR Government Fund portfolio may not exceed 60 days calculated in accordance with SEC Rule 2a-7 or 120 days based on the stated maturity of Fund investments.

MAXIMUM STATED MATURITY DATE

The maximum maturity for any individual security in the FLSTAR Government Fund portfolio is limited to 397 days for fixed rate securities and 24 months for variable rate notes.

TYPES OF INVESTMENTS AUTHORIZED AND PROHIBITED FOR FLSTAR GOVERNMENT FUND

Authorized Investments for the FLSTAR Government Fund:

1. Obligations of or guaranteed or insured by the United States Government or its agencies and instrumentalities.
2. Repurchase Agreements which are fully collateralized and secured by obligations of the United States or its agencies and instrumentalities.
3. Money Market Mutual Funds which are SEC registered, AAAm rated, and maintain a stable net asset value of $1 per share.

PROGRAM OVERSIGHT

FLSTAR Board of Directors:

Rebecca Roberts, City of Ocoee

Tavia Conner, City of Haines City

The FLSTAR Government Fund is monitored on a weekly basis by Standard & Poor's to confirm compliance with the fund's AAAm rating requirements.

CUSTODIAN FOR FLSTAR

J.P. Morgan Chase Bank serves as custodian to FLSTAR.

NET ASSET VALUE

The FLSTAR Government Fund seeks to maintain a net asset value of $1.00 per unit and is designed to be used by Participants for investment of funds that require daily liquidity availability.

INDEPENDENT AUDITOR

FLSTAR is subject to annual review by an independent auditor. PricewaterhouseCoopers LLC has been retained to provide independent auditing services for FLSTAR.



TRANSACTION DEADLINES

FLSTAR will accept wire transactions until 5 p.m. daily for same day settlement; ACH transactions until 5 p.m. for next day settlement; and internal account transfers until 5 p.m. for same day settlement.

PERFORMANCE HISTORY

The performance history, including yield, weighted average maturity and average balance for the FLSTAR Government Fund is available by calling 1.800.839.7827 or by accessing the program web site at www.flstar.org.

MANAGEMENT FEE

The maximum management fee authorized for the FLSTAR Government Fund is 10 basis points. This fee may be waived in full or in part in the discretion of the FLSTAR Co-Administrators at any time as provided for in the FLSTAR Information Statement.

ADMINISTRATORS/ INVESTMENT MANAGER

HilltopSecurities and J. P. Morgan Asset Management serve as co-administrators for FLSTAR under an agreement with the FLSTAR Board of Directors. J.P. Morgan Asset Management provides investment management, custody, fund accounting, and transfer agency services. HilltopSecurities provides administrative, participant, and marketing services.

HOW TO JOIN

1. Review the FLSTAR Interlocal Agreement available at www.flstar.org.
2. Submit the FLSTAR Resolution approving the FLSTAR Interlocal Agreement and authorizing participation in FLSTAR to the entity's governing body for approval.
3. Complete the Additional Party Agreement Form.
4. Complete a Bank Instruction Form for each individual account to be opened. This form designates the banking instructions that will be used for transfers from your FLSTAR accounts.
5. Send all completed documentation (FLSTAR Resolution, Additional Party Agreement Form, and Bank Instruction Form) with original signatures to FLSTAR Participant Services.

These enrollment documents can be obtained by contacting FLSTAR Participant Services (HilltopSecurities) at 1.800.839.7827 or from the FLSTAR web site at www.flstar.org.

CONTACT INFO

1.800.839.7827

www.flstar.org

FLSTAR@HilltopSecurities.com

This material is for informational purposes only and is not intended to be an offer to buy or sell a security. Investors should consider the investment objectives, risks, and expenses associated with this or any security prior to investing. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The assets of FLSTAR Government Fund and FLSTAR Prime Fund are the only source of payment to the participants. An investment in FLSTAR Government Fund and FLSTAR Prime Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other secondary source of payment and although the pools seek to preserve the value of the investment at a fixed share price of $1, there can be no assurances that the net asset value will not vary from this price.

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RESOLUTION NO. 37-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF JOINTLY EXERCISING ITS POWER TO INVEST SURPLUS FUNDS IN AN INTERGOVERNMENTAL INVESTMENT POOL PURSUANT TO SECTION 218.415, FLORIDA STATUTES, AND SECTION 163.01, FLORIDA STATUTES; APPROVING THE INVESTMENT OF CERTAIN SURPLUS FUNDS IN THE FLORIDA SHORT TERM ASSET RESERVE; APPOINTING AN AUTHORIZED REPRESENTATIVE; APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.415, Florida Statutes, authorizes any governmental entity within the State of Florida (the "State") and not part of State government, including, but not limited to, counties, municipalities, school districts, special districts, clerks of the circuit court, sheriffs, property appraisers, tax collectors, supervisors of elections, authorities, boards, public corporations, or any other political subdivision of the State (each a "Unit of Local Government" and collectively, "Units of Local Government") to invest and reinvest any surplus funds in their control or possession in any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, permits political subdivisions, agencies, or officers of the State, including, but not limited to State government, counties, cities, school districts, single and multipurpose special districts, single and multipurpose public authorities, metropolitan or consolidated governments, separate legal entities or administrative entities created under Section 163.01(7), Florida Statutes, or independently elected county offices (each a "Public Agency" and collectively, "Public Agencies"), to enter into an interlocal agreement to jointly exercise any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately, permitting the Public Agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide for the sharing of their powers in a manner and pursuant to forms of governmental organization that are in the best interests of the public Agencies; and

WHEREAS, the City of New Smyrna Beach is a Unit of Local Government and Public Agency, and is authorized pursuant to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its surplus funds in statutorily permitted investments, including, but not limited to, any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the City of Ocoee, Florida and the City of Haines City, Florida, entered into that certain Interlocal Agreement and Trust Agreement, dated as of March 21, 2019 and filed of record with the Clerk of the Court of Ocoee and Orange Counties, respectively (as amended to date and set forth on www.flstar.org, the **"Interlocal Agreement"**), in order to provide the Participants (as defined in the Interlocal Agreement), a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Short Term Asset

Reserve ("FLSTAR"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, and managed, operated, and supervised by a board of trustees, which is a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes; and

WHEREAS, the City of Ocoee, Florida and the City of Haines City, Florida, are currently considering certain revisions to the Interlocal Agreement as set forth in that certain Amended and Restated Interlocal Agreement which is attached hereto as Exhibit B (the **"Amended and Restated Interlocal Agreement"**); and

WHEREAS, the City of New Smyrna Beach desires to join the Interlocal Agreement and execute and deliver the Additional Party Agreement, in order to jointly exercise its investment power and invest its surplus funds in concert with the other Participants pursuant to the Interlocal Agreement in order to (a) participate in diversified and professionally managed Portfolios (as defined in the Interlocal Agreement) to meet its investment needs, (b) create greater purchasing powers through economies of scale, (c) lower the costs associated with the investment and reinvestment of its surplus finds; and (d) be provided assistance on investment alternatives and other investment issues of concern; and

WHEREAS, the City of New Smyrna Beach further desires to approve the Amended and Restated Interlocal Agreement in substantially the same form as attached hereto; and

WHEREAS, the City of New Smyrna Beach further desires to invest and reinvest a portion of its surplus funds in FLSTAR; and

WHEREAS, the City of New Smyrna Beach has adopted written investment policies authorizing investment in intergovernmental investment pools authorized pursuant to Section 163.01, Florida Statutes, and with respect to the funds to be invested in such intergovernmental investment pools, all authorized investments set forth in the investment policies of such intergovernmental investment pools.

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

SECTION 1. AUTHORITY. This Resolution of the City of New Smyrna Beach is adopted pursuant to the provisions of Section 163.01, Florida Statutes (the "Interlocal Act"), Section 218.415, Florida Statutes (the "Local Government Investment Act") and Chapter 166, Part II, Florida Statutes, Chapter 125, Florida Statutes, and other provisions of law to the extent applicable (collectively, the "Act").

SECTION 2. INTERLOCAL AGREEMENT.

(a) Pursuant to Article VI of the Interlocal Agreement, the City of New Smyrna Beach hereby approves and joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof.

(b) The Chief Executive Officer, or his or her duly authorized designee, is hereby authorized and directed to execute and deliver the Additional Party Agreement, which is in substantially the form attached hereto as Exhibit A with such changes, amendments, modifications, deletions, and additions as may be approved by such officer, or his or her duly authorized designee, the execution thereof being conclusive evidence of such approval.

(c) The Interlocal Agreement constitutes a joint exercise of power, privilege, or authority by and between the Participants thereunder and is deemed to be an "interlocal agreement" within the meaning of the Interlocal Act.

SECTION 3. INVESTMENT IN FLSTAR; APPOINTMENT OF AUTHORIZED REPRESENTATIVE; TAX PAYER IDENTIFICATION NUMBER; CONTACT INFORMATION.

(a) The City of New Smyrna Beach is hereby authorized to invest and reinvest a portion of its surplus funds in one or more Portfolios of FLSTAR. The City of New Smyrna Beach hereby acknowledges the board of trustees' power to supervise FLSTAR and hereby agrees the surplus funds transferred to FLSTAR shall be held and managed in trust by the board of trustees for the City of New Smyrna Beach's benefit.

(b) The following officers, officials, or employees of the City of New Smyrna Beach are hereby designated as "Authorized Representatives" within the meaning of the Interlocal Agreement, with full power and authority to, among other things, execute the Interlocal Agreement, the Additional Party Agreement, an application to join FLSTAR, and any other documents required to become a Participant; deposit money to and withdraw money from the City of New Smyrna Beach's FLSTAR account from time to time in accordance with the Interlocal Agreement and the Information Statement; to agree to the terms for the use of the website for online transactions; and take all other actions deemed necessary or appropriate for the investment of funds of the City of New Smyrna Beach:

1. Name: JoAnne Drury Title: Finance Director

   Signature: _____ Phone: 386-410-2651

   Email: jdrury@cityofnsb.com

2. Name: Kevin Cowper Title: City Manager

   Signature: _____ Phone: 386-410-2611

   Email: kcowper@cityofnsb.com

In accordance with FLSTAR's procedures, an Authorized Representative shall promptly notify FLSTAR in writing of any changes in who is serving as Authorized Representatives.

(c) The name of the Authorized Representative listed above that will be designated as the primary contact and will receive all FLSTAR correspondence, including transaction conformations and monthly statements, is:

Name: JoAnne Drury

(d) The following additional City of New Smyrna Beach representative (not listed above) is designated as an inquiry only representative authorized to obtain account information:

Name: Gregg Nathan Title: Fiscal Analyst

Signature: _____ Phone: 386-410-2653

Email: gnathan@cityofnsb.com

(e) The City of New Smyrna Beach may designate other Authorized Representatives by written instrument signed by an existing Authorized Representative or the City of New Smyrna Beach's chief executive officer.

(f) The taxpayer identification number for the City of New Smyrna Beach is 59-6000387.

(g) The contact information for the City of New Smyrna Beach is:

Primary mailing address: 210 Sams Avenue, New Smyrna Beach, FL 32168

Physical address (if different): Same

Main phone number: 386-410-2600

Main fax number: None

SECTION 4. DIRECTION AND AUTHORITY. The officials, officers, attorneys, and other agents or employees of the City of New Smyrna Beach are directed and authorized to do all acts and things required of them by this Resolution and the Interlocal Agreement for the full, punctual, and complete performance of all the terms, covenants, and agreements provided for herein and therein, and each of the officials, officers, attorneys, or other agents or employees are hereby authorized and directed to execute and deliver any and all papers and instruments (including any agreements required for use of online portals related to FLSTAR) and to do and cause to be done all acts and things necessary or proper for carrying out the activities and actions contemplated by this Resolution and the Interlocal Agreement.

SECTION 5. INVESTMENT POLICIES. With respect to the surplus funds to be invested in FLSTAR, to the extent the written investment policies of the City of New Smyrna Beach adopted pursuant to Section 218.415, Florida Statutes (the "Investment Policies"), are inconsistent with the investment policies of FLSTAR, the City of New Smyrna

Beach hereby amends the Investment Policies to include as an authorized investment FLSTAR and all authorized investments set forth in the investment policies of FLSTAR, as such investment policies may be amended from time to time in accordance with the Interlocal Agreement.

SECTION 6. AMENDED AND RESTATED INTERLOCAL AGREEMENT. The City of New Smyrna Beach further approves the Amended and Restated Interlocal Agreement and hereby authorizes the individuals in Section 4 of this Resolution to execute, deliver, and do all acts necessary to effectuate the Amended and Restated Interlocal Agreement in substantially same form attached hereto as **Exhibit B** upon approval of the Amended and Restated Interlocal Agreement by the City of Ocoee, Florida, and Haines City, Florida.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

DATE: October 21, 2025

EXHIBIT "A"

ADDITIONAL PARTY AGREEMENT
of that certain
INTERLOCAL AGREEMENT AND TRUST INSTRUMENT
for the
FLORIDA SHORT TERM ASSET RESERVE

This Additional Party Agreement (this "Agreement") is executed as of the ____ day of _____, 20___, by and on behalf of _____, Florida (the "Participant ").

The City of Ocoee, Florida and the City of Haines City, Florida (collectively, the "Initial Members") entered into that certain Interlocal Agreement and Trust Instrument, dated as of March 21, 2019 and filed of record with the Clerk of the Court of Ocoee and Orange Counties, respectively (as amended to date and as set forth on www.flstar.org, the "Interlocal Agreement"), in order to establish and maintain an intergovernmental investment pool as described in Section 218.415, Florida Statutes. All capitalized undefined terms used herein shall have the meanings set forth in the Interlocal Agreement.

The Initial Members through due execution and delivery of the Interlocal Agreement have thereby created the Florida Short Term Asset Reserve ("FLSTAR"), an intergovernmental investment pool as described in Section 218.415, Florida Statutes, which is managed, operated, and supervised the Board, a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes.

The Participant hereby represents and warrants that (a) prior to the Participant's execution of this Agreement, the Participant has received and reviewed the Interlocal Agreement and finds it proper to invest all or a portion of its Surplus Funds in one or more Portfolios of FLSTAR in accordance with the terms of the Interlocal Agreement; (b) the Participant is a Unit of Local Government and Public Agency; (c) the Person executing this Agreement on behalf of the Participant is an officer of the Unit of Local Government who is properly authorized to invest the Surplus Funds of the Participant and execute this Agreement; (d) the Participant (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting or enacting a resolution or ordinance, or taking any other action necessary to authorize participation and investment in FLSTAR (for example, adopting written investment policies or amending or modifying any existing written investment policies to authorize the investment in intergovernmental investment pools), and (ii) has furnished to the Board evidence satisfactory to FLSTAR that such official action has been taken; and (e) the Participant has tendered or has agreed to tender to the Custodian Surplus Funds for investment under the Interlocal Agreement.

By executing this Agreement, the Participant agrees that (a) it will be a Participant in FLSTAR and may appoint an officer or employee to serve as a Trustee as described in the Interlocal Agreement; and (b) it will become a party to the Interlocal Agreement to which this Agreement is attached, and thereby will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain written investment policies consistent with the provisions of the Investment Policies, as the same may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Agreement as of the day first above written.

Name of Unit of Local Government: _____

OFFICIAL SEAL OF UNIT OF LOCAL GOVERNMENT Required Below	By: _____ Authorized Representative Signature _____ Printed Name and Title Attest: _____ Authorized Representative Signature _____ Printed Name and Title

Approved and accepted:

FLORIDA SHORT TERM ASSET RESERVE

By: Hilltop Securities Inc., as Co-Administrator

By: _____ Date: _____
Authorized Signer

EXHIBIT "B"



FLORIDA SHORT TERM ASSET RESERVE

INTERLOCAL AGREEMENT

SEPTEMBER 10, 2019

TABLE OF CONTENTS

ARTICLE I	**DEFINITIONS**	5
ARTICLE II	**FLSTAR**	9
SECTION 2.01	ESTABLISHMENT AND CREATION	9
SECTION 2.02	PURPOSE	9
ARTICLE III	**THE BOARD**	10
SECTION 3.01	ESTABLISHMENT AND CREATION	10
SECTION 3.02	POWERS AND DUTIES	10
SECTION 3.03	TRUSTEES	13
SECTION 3.04	LIABILITY	19
SECTION 3.05	INDEMNIFICATION	19
ARTICLE IV	**PARTICIPATION IN TRUST**	22
SECTION 4.01	ELIGIBILITY	22
SECTION 4.02	REPRESENTATIONS AND WARRANTIES	22
SECTION 4.03	COVENANTS	23
SECTION 4.04	PARTICIPANT ACCOUNTS	23
SECTION 4.05	REPORTS	23
SECTION 4.06	PARTICIPANT TERMINATION	24
ARTICLE V	**THE CO-ADMINISTRATORS**	25
SECTION 5.01	PROFESSIONAL MANAGEMENT	25
SECTION 5.02	THE CO-ADMINISTRATORS	25
SECTION 5.03	SUBCONTRACTS	25
SECTION 5.04	BOARD POLICIES	25
SECTION 5.05	INTELLECTUAL PROPERTY	25
SECTION 5.06	SUCCESSOR CO-ADMINISTRATORS	26

ARTICLE VI **AMENDMENTS AND TERMINATION**…….27
SECTION 6.01 AMENDMENT…….27
SECTION 6.02 TERMINATION……...27

ARTICLE VII **MISCELLANEOUS**……30
SECTION 7.01 SEVERABILITY……..30
SECTION 7.02 LIMITATION OF RIGHTS……..30
SECTION 7.03 EXECUTION OF COUNTERPARTIES……..30
SECTION 7.04 APPLICABLE LAW…….30
SECTION 7.05 EFFECTIVE DATE……..30
SECTION 7.06 TERM……30
SECTION 7.07 NOTICES……..30
SECTION 7.08 PARTICIPANT RIGHTS…….31
SECTION 7.09 ENTIRE AGREEMENT……...31

EXHIBITS
APPENDIX A ADDITIONAL PARTY AGREEMENT.....…….A-1
APPENDIX B FORM OF RESOLUTION/ORDINANCE…….B-1
APPENDIX C FORM OF GOVERNMENT FUND INVESTMENT POLICIES…….C-1
APPENDIX D FORM OF PRIME FUND INVESTMENT POLICIES…….D-1

AMENDED AND RESTATED
INTERLOCAL AGREEMENT AND TRUST INSTRUMENT
FOR THE
FLORIDA SHORT TERM ASSET RESERVE

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT AND TRUST INSTRUMENT (together with any amendments and supplements, referred to as this "Agreement") is made and entered into by and among each of those Public Agencies (as defined herein) initially executing this Agreement and any other Public Agency that is eligible and becomes a party hereto (each an "Interlocal Member" and, collectively, the "Interlocal Members").

WHEREAS, Section 218.415, Florida Statutes, authorizes any governmental entity within the State of Florida (the "State") and not part of State government, including, but not limited to, counties, municipalities, school districts, special districts, clerks of circuit court, sheriffs, property appraisers, tax collectors, supervisors of elections, authorities, boards, public corporations, or any other political subdivision of the State (each a "Unit of Local Government" and, collectively, "Units of Local Government") to invest and reinvest any Surplus Funds (as defined herein) in their control or possession in any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, permits political subdivisions, agencies, or officers of the State, including, but not limited to State government, counties, cities, school districts, single and multipurpose special districts, single and multipurpose public authorities, metropolitan or consolidated governments, separate legal entities or administrative entities created under Section 163.01(7), Florida Statutes, or independently elected county officers (each a "Public Agency" and, collectively, "Public Agencies"), to enter into an interlocal agreement to jointly exercise any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately, permitting the Public Agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide for the sharing of their powers in a manner and pursuant to forms of governmental organization that are in the best interests of the Public Agencies; and

WHEREAS, each Interlocal Member constitutes a Public Agency, and each Interlocal Member is authorized to invest and reinvest its Surplus Funds in an intergovernmental investment pool created pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Interlocal Members desire to establish and maintain an intergovernmental investment pool to be known as the Florida Short Term Asset Reserve ("FLSTAR"), which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, and managed, operated, and supervised by a board of trustees, which shall be a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes; and

WHEREAS, establishing and maintaining FLSTAR is in the best interest of the Interlocal Members and other Participants (as defined herein), their officials, officers, and citizens in that FLSTAR will (a) offer diversified and professionally managed Portfolios (as defined herein) to meet investment needs, (b) create greater purchasing powers through economies of scale, (c) lower the costs associated with the investment and reinvestment of Surplus Funds; and (d) provide assistance on investment alternatives and other investment issues of concern to the Interlocal Members and the other Participants; and

WHEREAS, the joint exercise of the power to invest Surplus Funds will be benefited and made more efficient if (a) all investments acquired pursuant to this Agreement are held by the Custodian (as defined herein), which will hold such investments for the benefit of the Interlocal Members and the other Participants, and (b) the record-keeping and other administrative functions are performed by the Co-Administrators (as defined herein); and

WHEREAS, each Interlocal Member has duly taken all official action necessary and appropriate to become a party to this Agreement and perform hereunder, including, the passing of any ordinances, resolutions, or taking of other actions required under Section 218.415, Florida Statutes, and other applicable laws and regulations;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, each Participant agrees that all Surplus Funds it transfers to FLSTAR on or after the effective date hereof shall be held and managed in trust by a board of trustees for the benefit of the Participant, and the Participants mutually agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. **DEFINITIONS**. Except as otherwise provided in this Agreement, the capitalized terms used herein shall have the following meanings unless the context otherwise requires:

"**Account**" or "**Accounts**" means any account established by a Participant.

"**Additional Party Agreement**" means a document substantially in the form attached hereto as Appendix A which, when attached to a copy of this Agreement and executed by an Authorized Representative of a Public Agency, constitutes a valid and binding counterpart of this Agreement and results in the Public Agency becoming a party to this Agreement.

"**Authorized Investments**" means those investments which are authorized from time to time to be purchased, sold, and invested in under Section 218.415, Florida Statutes, or other applicable law, and as further defined in the Investment Policies.

"**Authorized Representative**" means any Person authorized to execute documents and take other necessary actions, pursuant to this Agreement, on behalf of a Participant or other Person, as evidenced by a duly adopted ordinance, resolution or bylaw of the governing body of such Participant or other Person, a certified copy of which is on file with HTS.

"**Board**" means the governing body of FLSTAR, known as The Board of Trustees of FLSTAR, created by this Agreement as a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes.

"**Bylaws**" means the bylaws adopted by the Board, as the same may be amended and supplemented from time to time, subject to the requirements of this Agreement.

"**Co-Administration Agreement**" means the Agreement for Investment Management and Related Services, by and between HTS, JPMIM, and the Board, as the same may be amended and supplemented from time to time, and successor agreement related to FLSTAR.

"**Co-Administrators**" mean, collectively, HTS and JPMIM, or such other Persons appointed, employed, or contracted with by the Board pursuant to this Agreement.

"**Custodian**" means JPMorgan Chase Bank, N.A., a national banking association, and/or an affiliate thereof, or such other Persons appointed, employed, or contracted with by the Board pursuant to this Agreement.

"**FLSTAR**" means the Florida Short Term Asset Reserve, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, and an instrumentality of the Interlocal Members, managed by the Board, and which consists of all Trust Assets of FLSTAR that are held in trust for the benefit of the Participants.

"**HTS**" means Hilltop Securities Inc., a corporation organized under the laws of Delaware.

"**Information Statement**" means the information statement or any other document distributed to Participants and potential Participants to provide them with a description of the management and operation of FLSTAR, as the same may be amended from time to time, subject to the requirements of this Agreement.

"**Initial Interlocal Members**" shall mean Public Agencies initially executing this Agreement.

"**Interlocal Act**" means the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

"**Interlocal Members**" means the Initial Interlocal Members and the Public Agencies which subsequently become parties to this Agreement.

"**Investment Officer**" means one or more officers or employees of the Board designated as investment officers by the Board.

"**Investment Policies**" means the written investment policies adopted and approved by the Board governing investment and management of the Trust Assets of one or more Portfolios, as the same may be amended and supplemented from time to time, subject to the requirements of this Agreement.

"**Investor**" means a Unit of Local Government or Public Agency which is authorized to invest its Surplus Funds in an intergovernmental investment pool pursuant to Section 218.415, Florida Statutes, or other Florida law, but is not party to this Agreement as an Interlocal Member.

"**JPMIM**" means J.P. Morgan Investment Management Inc., a corporation organized under the laws of Delaware.

"**Participant(s)**" means, collectively, the Interlocal Members, Investors, and other Units of Local Government which elect to invest in one or more Portfolios of FLSTAR.

"**Person**" means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality, or agency of any governmental entity.

"**Portfolio**" means a portfolio of Trust Assets in FLSTAR which is held separate from other assets of FLSTAR and which is invested with a defined investment objective which may be different from other Portfolios in FLSTAR, and in which a Participant may elect to invest its Surplus Funds.

"**Public Agency**" means all Units of Local Government and all political subdivisions, agencies, or officers of the State, including, but not limited to State government, counties, cities, school districts, single and multipurpose special districts, single and multipurpose public authorities, metropolitan or consolidated governments, separate legal entities or administrative entities created under Section 163.01(7), Florida Statutes, or independently elected county officers, which are authorized to enter into interlocal agreements pursuant to the Interlocal Act as may be amended from time to time.

"**State**" means the State of Florida.

"**Surplus Funds**" means any funds in any general or special account or fund of a Participant, or funds held by an independent trustee on behalf of a Participant, which in reasonable contemplation will not be immediately needed for the purposes intended.

"**Trust Assets**" means, as of any particular time, any and all Surplus Funds transferred, conveyed, or paid to FLSTAR, all investments purchased with such Surplus Funds, and all income, profits, and gains therefrom and which, at such time, is owned or held by, or for the account of, FLSTAR.

"**Trustee**" or "**Trustees**" means the Person or Persons selected to serve on the Board pursuant to this Agreement.

"**Unit of Local Government**" means any governmental entity within the State and not part of State government, including, but not limited to, counties, municipalities, school districts, special districts, clerks of circuit court, sheriffs, property appraisers, tax collectors, supervisors of elections, authorities, boards, public corporations, or any other political subdivision of the State, which is authorized to invest its Surplus Funds in an intergovernmental investment pool pursuant to Section 218.415, Florida Statutes, or other Florida law.

"**Unitholder**" means a record owner of Units in any Portfolio of FLSTAR.

"**Units**" means equal proportionate units of undivided beneficial interest in the Trust Assets of any Portfolio, from time to time, including fractions of units as well as whole units.

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ARTICLE II
FLSTAR

SECTION 2.01. ESTABLISHMENT AND CREATION.

(a) The Interlocal Members hereby establish and agree to jointly invest certain of their Surplus Funds in an intergovernmental investment pool, to be known as the Florida Short Term Asset Reserve, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, and to permit Investors and Participants to jointly invest their respective Surplus Funds in FLSTAR.

(b) FLSTAR is organized and existing as a common law trust under the laws of the State with the Surplus Funds of the Participants deposited to FLSTAR and all other Trust Assets held and managed in trust by the Board for the benefit of the Participants.

(c) FLSTAR is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries of FLSTAR, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(d) No Participant shall be required to appropriate any funds or levy any taxes to establish or invest in FLSTAR.

(e) FLSTAR may consist of one or more Portfolios and the Participants may select the Portfolio or Portfolios in which they wish to deposit their Surplus Funds. A Participant's share in a Portfolio is represented by Units.

SECTION 2.02. PURPOSE.

(a) The purpose of FLSTAR is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes, through which the Participants may invest certain of their Surplus Funds in one or more Portfolios that best suit a Participant's investment needs, all in accordance with the law governing the investment of the Surplus Funds of such Participants.

(b) FLSTAR will place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirement for safety and liquidity.

ARTICLE III
THE BOARD

SECTION 3.01. ESTABLISHMENT AND CREATION.

(a) The Interlocal Members hereby agree to create and establish a board of trustees of FLSTAR, known as The Board of Trustees of FLSTAR, as a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes. The business and affairs of FLSTAR shall be managed by the Board as governing body of FLSTAR.

(b) The Participants delegate to FLSTAR through its Board, the authority to hold legal title to and manage all Trust Assets transferred to or acquired by FLSTAR pursuant to this Agreement. All such Trust Assets shall be held in trust for the benefit of the Participants.

(c) The Board is authorized to adopt Bylaws which shall set forth, among other things, the procedure for holding meetings, the election of officers, and other matters necessary or desirable for governance by the Board.

(d) The chief administrative office of the Board shall be located in Orlando, Florida. The Board may also have offices at such other places within the State as the Board may from time to time determine or the business of the Board may require.

SECTION 3.02. POWERS AND DUTIES.

(a) General. Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to take all actions, do all things, and execute all instruments as it deems necessary or desirable in order to carry out, promote, or advance the investment objective, interests, and purposes of FLSTAR to the same extent as if the Board was the sole and absolute owner of FLSTAR, although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLSTAR made by the Board in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Board.

(b) Establishment of Portfolios and Units.

(i) The Initial Trustees (as defined herein) have by this Agreement created and established the following Portfolios: the Government Fund and the Prime Fund. The Government Fund shall be governed by the Investment Policies substantially in the form attached hereto as Appendix D as such Investment Policies may be amended by the Board from time to time. The Prime Fund shall be governed by the Investment Policies substantially in the form attached hereto as Appendix E, as such Investment Policies may be amended by the Board from time to time.

(ii) The Board shall have full power and authority, in their sole discretion and without obtaining any prior authorization or vote of the Unitholders to create and establish Portfolios and to establish Units with such preferences, voting powers, rights, and privileges as the Board may from time to time determine; to divide or combine the Units thereof into a greater or lesser number; to value such Units in a manner consistent with the goals of the Portfolio; to classify or reclassify any existing Units into the Portfolio; to charge fees and costs, including indemnity costs, against the Trust Assets of each Portfolio in such amount as the Board determines to be equitable; and to take such other action with respect to the Units as the Trustees may deem desirable; provided that the Trustees may take no action pursuant to this Section 3.02(b) which would impair the beneficial interests of Unitholders in the then-existing Trust Assets.

(c) Investments and Investment Policies. The Board shall have the power to subscribe for, invest in, reinvest in, purchase, or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute, or otherwise deal in or dispose of Authorized Investments pursuant to the Investment Policies. The Board shall adopt and maintain such Investment Policies, consistent with the general objective of FLSTAR, which shall provide more detailed guidelines for investment and management of the Trust Assets.

(d) Title to Investments.

(i) Legal title to the Trust Assets shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any of the Trust Assets to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner, and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

(ii) The Board shall have full and complete power to exercise all of the rights, powers, and privileges appertaining to the ownership of the Trust Assets to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

(e) Operating Procedures. The Board shall adopt and maintain Operating Procedures, which shall provide more detailed information on the procedures for depositing Surplus Funds, withdrawing funds from FLSTAR, calculation of Units, and determination of net income and net asset value.

(f) Information Statement. The Board shall prepare, or direct the preparation of, an Information Statement that describes how FLSTAR will operate in accordance with the terms of this Agreement and the Investment Policies.

(g) Expenses. The Board shall have full and complete power to use, or direct the use of, the Trust Assets held by FLSTAR in any one or more Portfolios, as determined by the Board, for the following purposes: (i) incur and pay any charges, fees, or expenses which, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (ii) pay any taxes or assessments validly and lawfully imposed upon or against the Trust Assets or any part thereof or the Board in connection with the Trust Assets; (iii) reimburse others for the payment of such charges, fees, expenses, and taxes; (iv) pay appropriate compensation or fees from the Trust Assets to persons with whom the Board has contracted or transacted business; and (v) charge a Participant's Account for any special fees, charges, or expenses related specifically to transactions in such Account.

(h) Contract, Appoint, Retain, and Employ. Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute as the Board may deem necessary or desirable for the transaction of the affairs of FLSTAR.

(i) Insurance. The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of the Trust Assets held by FLSTAR in any one or more Portfolios, as determined by the Board, insurance policies insuring FLSTAR, the Board, and officers, employees, and agents of FLSTAR individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by FLSTAR or any such person, officer, employee, and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not FLSTAR would have the power to indemnify such person against such liability.

(j) Borrowing and Indebtedness. The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Authorized Investments or the Trust Assets, except as a temporary measure to facilitate the transfer of funds to the Participant which might otherwise require unscheduled dispositions of Portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of Portfolio investments.

(k) Remedies. Notwithstanding any provision of this Agreement, when the Board deems that there is a significant risk that an obligor to FLSTAR may default or is in default under the terms of any obligation of FLSTAR, the Board shall have full and complete power to pursue any remedies permitted by law which, in the sole judgment of the Board, are in the interests of FLSTAR, and the Board shall have full and complete power to enter into any investment,

commitment, or obligation of FLSTAR resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

(l) Claims. The Board shall have full power to compromise, arbitrate, or otherwise adjust claims in favor of or against FLSTAR.

(m) Books and Records. The Board shall keep correct and complete books and records of account, minutes of the proceedings of the Board, and a record of the Participants (and their addresses and the number and class of the Units held by each) at its registered office or principal place of business or at the office of a Co-Administrator or the Custodian. The record books of FLSTAR shall be conclusive as to the Unitholders and the number of Units held from time to time by each Unitholder.

(n) Financial Statements. The Board shall cause financial statements to be prepared and maintained for FLSTAR and for such statements to be audited annually by an independent certified public accounting firm.

(o) Investment Officers. The Board shall designate one or more investment officers for FLSTAR.

(p) Educational Opportunities. The Board may provide seminars or other information and educational opportunities to Participants on investing and on other issues in the area of public finance.

(q) Advisory Board. The Board may appoint an advisory board (the "Advisory Board") for FLSTAR. The Advisory Board may consist of any number of Persons designated by the Board and may include members of the Board. All members of the Advisory Board shall be either (i) a representative of a Participant, or (ii) a person who has no business relationship with the Board (unless the requirements of Section 112.313(3) and (7), Florida Statutes, have been waived by the Board pursuant to Section 112.313(12), Florida Statutes), and is qualified to advise the Board. The Advisory Board shall have such duties as may be set forth by the Board. The Board shall fix the terms of (and may remove) members of the Advisory Board. All meetings of the Advisory Board are subject to and must comply with Section 286.011, Florida Statutes.

SECTION 3.03. TRUSTEES.

(a) Initial Board.

(i) The Initial Interlocal Members have by this Agreement appointed the following persons as the initial trustees (the "Initial Trustees") having terms ending on the following dates, and such Initial Trustees shall constitute the initial Board:

Rebecca Roberts	September 30, 2020
Tavia Conner	September 30, 2021
[VACANT]	September 30, 2022

(ii) No later than one year from the date hereof, the vacancy for the third Initial Trustee shall be filled by a majority vote of the other Initial Trustees from nominations provided by the Co-Administrators from Participants other than the Initial Interlocal Members.

(b) Number and Qualification. The number of Trustees which shall constitute the Board shall be no less than three (3). The Trustees shall be officers or employees of the Participants. The Board may expand the number of Trustees appointed to the Board and set initial terms for each such additional Trustee; provided, however, the number of Trustees appointed to the Board shall not be less than three (3) nor more than fifteen (15).

(c) Terms.

(i) Following the initial term of each Initial Trustee set forth in subsection (a), the succeeding terms of office shall commence on the October 1 following the termination of the prior term and conclude on September 30 of the third year thereafter. If additional Trustees are appointed to the Board, the term of such Trustees shall be staggered such that the term of an approximately equal number of Trustees shall expire in any year.

(ii) A Trustee shall remain a member of the Board and serve subsequent terms until a vacancy occurs in his or her office as provided in Section 3.03(e) of this Agreement, or until his or her successor is duly elected pursuant to Section 3.03(d) of this Agreement.

(iii) Any vacancy occurring in the Board between terms may be filled by a majority of the remaining Trustees, even if they constitute less than a quorum of the Board from nominations provided by the Co-Administrators.

(iv) Any vacancy occurring in the Board shall not operate to annul FLSTAR or the Board or to revoke any existing agency created pursuant to the terms of this Agreement.

(d) Participant Election. Not less than 60 days prior to the expiration of the term of a Trustee, the Participants may nominate one or more candidates for the office by written instrument delivered to the Board. If the Board receives one or more nominations signed by the Participants owning at least 25% of the Units in FLSTAR as of the 30th day preceding the commencement of a new term of office (the "Record Date"), the Board shall promptly conduct an election for a replacement Trustee by written ballots mailed to the Participants. The ballots shall include the names of the incumbent Trustee (if he or she desires to be considered), any other nominees of the Board and the candidates nominated by the Participants owning at least 25% of

the Units in FLSTAR as of the Record Date. The candidate receiving the most votes on ballots completed, signed, and returned by the Participants within 30 days after the ballots are mailed, weighted by the Units owned by such Participants as of the Record Date, shall be elected to the position of Trustee for the upcoming term.

(e) Vacancies. A Trustee's office and his or her position on the Board shall be deemed vacant upon the occurrence of any one of the following events:

(i) The Trustee resigns by a written instrument signed by him or her and delivered to the President. Such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(ii) The Trustee becomes disabled or dies during his or her term.

(iii) The Trustee ceases to be an elected or appointed official or employee of the Participant he or she served at the time of appointment or such Participant withdraws from participation in FLSTAR.

(iv) The Trustee is convicted of a felony or is the subject of an Order for Relief entered pursuant to the United Bankruptcy Code.

(v) A court of competent jurisdiction voids the appointment or removes the Trustee for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted.

(vi) The Trustee is removed for good cause by a two-thirds vote of the Board.

(f) Officers. The officers of the Board shall consist of a president, one or more vice presidents, a secretary, one or more assistant secretaries, and an investment officer or officers. Officers of the Board shall be elected by the Board. Two or more offices may be held by the same person, except the offices of present and secretary.

(i) *President*. The president shall preside at all meetings of the Board and shall have such other powers and duties as may from time to time be prescribed by the Board.

(ii) *Vice President*. During the absence or disability of the president, the vice presidents in the order of their seniority, unless otherwise determined by the Board, shall perform the duties and may exercise the powers of the president. The vice presidents shall also perform such other duties and have such other authority and powers as the Board may from time to time prescribe.

(iii) *Secretary*. The secretary shall attend all meetings of the Board, record (or cause to be recorded) all of the proceedings of the meetings in a minute book to be kept

for that purpose, and perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Board and shall perform such other duties and have such other powers as may be prescribed by the Board or, consistent with this Agreement, the president. The secretary shall keep in safe custody the seal of the Board, if any, and, when authorized by the Board, shall affix the same to any instrument requiring it and, when so affixed, attest the same by his or her signature.

(iv) *Assistant Secretaries*. During the absence or disability of the secretary, the assistant secretaries in the order of their seniority, unless otherwise determined by the Board, shall perform the duties and may exercise the powers of the secretary. They shall also perform such other duties and have such other powers as the Board may from time to time prescribe.

(v) *Investment Officer*. The investment officer shall perform such duties and have such powers as the Board may from time to time prescribe or as may otherwise be established by applicable law.

(g) Meetings. All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes.

(i) *Regular Meetings*. Regular meetings of the Board may be held at such time and at such place as shall from time to time be determined by the Board, subject to applicable law. The Board shall meet at least once annually within 180 days after completion of each fiscal year of FLSTAR. At such meeting, the Board shall, among other things, appoint the Trustees, elect officers, and set the calendar for regular meetings and other organizational matters.

(ii) *Special Meetings*. Special meetings of the Board may be called by the president and shall be called by the secretary on the written request of two Trustees. Either the president or the secretary may call an emergency meeting of the Board in a situation which meets the requirements of the Section 286.011, Florida Statutes.

(iii) *Location*. Meetings of the Board, regular or special, shall be held within the State. To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(iv) *Quorum*. A quorum of the Board exists when a majority of the Trustees is present and may be made of Trustees who are voting or abstaining from voting. As long as a quorum is present, the act of a majority of the Trustees voting shall be the act of the Board, unless a supermajority is required by this Agreement or by law.

(v) *Public Notice*. Section 286.011(1), Florida Statutes, requires that the Board or Advisory Board provide reasonable notice to the general public of all meetings. Notices to any meetings of the Board or the Advisory Board shall: (1) contain the time and place of the meeting and, if available, an agenda, or if no agenda is available, a statement of the general subject matter to be considered; (2) be prominently displayed in the area in FLSTAR's offices set aside for that purpose and on FLSTAR's website, if any; (3) be provided at least seven days prior to a regular meeting; (4) be provided at least three days prior to a special meeting; and (5) in the case of an emergency meeting, be provided in a manner that is appropriate and effective under the circumstances.

(vi) *Trustee Notice*. The notice described in Section 3.03(h)(v) of this Agreement shall be delivered personally, or mailed by United States mail postage prepaid, express delivery service, or electronic transmission to the Trustees at their respective addresses provided to HTS. Attendance of a Trustee at any meeting shall constitute a waiver of the notice required by this Section 3.03(h)(vi), except where the Trustee attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(vii) *Expenses*. The Trustees shall receive no compensation, but shall be paid their reasonable expenses, if any, of attendance at each meeting of the Board in accordance with the law. Per diems and expenses paid to any Trustee by a Participant for such Trustee's service on the Board shall be considered an expense of the Board and shall be paid from the Trust Asset's earnings upon proper invoice.

(h) Limitation on Liability.

(i) The Trustees and officers of the Board that are officers or employees of the Participants are governmental officials and shall enjoy all of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any Participant when performing their respective functions within the territorial limits for their respective agencies to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees under the provisions of this Agreement.

(ii) If the Trustees and officers of the Board have acted in good faith under the belief that their actions are in the best interest of FLSTAR, such Trustees and officers of the Board shall not be responsible for or liable in any event for neglect or wrongdoing by them or any officer, agent, employee, or investment advisor of FLSTAR, but nothing contained herein shall protect any Trustee or officer against any liability to which he or she would otherwise be subject by reason of fraud, willful misfeasance, or bad faith.

(iii) Each Trustee and officer of the Board shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of FLSTAR, upon an opinion of counsel, or upon official reports made to FLSTAR by any of its officers or employees or by JPMIM, HTS, the Custodian, accountants, appraisers, or other experts or consultants selected with reasonable care by the Board or the officers of the Board.

(iv) To the fullest extent permitted by law, any obligation of FLSTAR shall be payable solely from the Trust Assets held by FLSTAR in any one or more Portfolios by FLSTAR, and none of the Participants, whether past, present, or future, shall be liable therefor.

(v) Article X, Section 13 of the Florida Constitution and the laws of the State provide sovereign immunity to certain Participants. Nothing contained in this Agreement, whether by action or provisions hereof, shall constitute a waiver by a Participant of any of the benefits of sovereign immunity. The participation of a Participant (or any Participant's officer, employee, agent, or representative) on the Board or in any action, determination, or vote under this Agreement, shall not affect a waiver of any of the benefits of sovereign immunity.

(i) Conflicts of Interest.

(i) No Trustee shall vote upon any measure which would inure to his or her special private gain or loss (as such phrase is defined in Section 112.3143(1)(d), Florida Statutes); which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency (as such term is defined in Section 112.312(2), Florida Statutes); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the Trustee. Such Trustee shall, prior to the vote being taken, publicly state to the Board the nature of the Trustee's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the Secretary of the Board for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

(ii) No Trustee shall participate (as such term is defined in Section 112.312(4)(c), Florida Statutes) in any matter which would inure to the Trustee's special private gain or loss; which the Trustee knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of

the Trustee, without first disclosing the nature of his or her interest in the matter in accordance with Section 112.312(4), Florida Statutes.

(j) Code of Ethics. The Trustees are public officers (as such term is defined in Section 112.313(1), Florida Statutes) subject to the standards of conduct set forth in Section 112.313, Florida Statutes.

(k) Standard of Care. The Trustees shall use ordinary care and reasonable diligence in the administration of FLSTAR. Nothing contained in this Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Agreement.

SECTION 3.04. NO LIABILITY.

(a) Neither the Board, the Trustees, nor any officers, employees, nor board members of any of the forgoing shall be held liable for any action or omission to act on behalf of FLSTAR or the Participants unless caused by such person's fraud, willful misfeasance, or bad faith. As described in Section 3.05 of this Agreement, FLSTAR shall indemnify and hold harmless (either directly or through insurance) any Person referred to in this Section 3.04(a), to the extent permitted by law, for any and all litigation, claims, or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments, and penalties arising out of the management and operation of FLSTAR, unless the litigation, claim, or other proceeding resulted from the fraud, willful misfeasance, or bad faith of such Person.

(b) Neither the Co-Administrators, the Custodian, nor their affiliates, officers, employees, or board members shall be held liable for any action or omission to act on behalf of FLSTAR or the Participants unless such person failed to meet the standard of care required under its agreement relating to FLSTAR or acted with willful misconduct. As described in Section 3.05 of this Agreement, FLSTAR shall indemnify and hold harmless (either directly or through insurance) any Person referred to in this Section 3.04(b), to the extent permitted by law, for any and all litigation, claims, or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments, and penalties arising out of the management and operation of FLSTAR, unless the litigation, claim, or other proceeding is adjudicated to have resulted from such Person's failure to meet the standard of care required under its agreement relating to FLSTAR or its willful misconduct.

(c) To the fullest extent permitted by law, any obligation of FLSTAR shall be payable solely from the Trust Assets held by FLSTAR in any one or more Portfolios, as determined by the Board, and none of the Participants, whether past, present, or future, shall be liable therefor. All Persons shall look solely to such Trust Assets for satisfaction of claims of any nature arising in connection with the affairs of FLSTAR. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

SECTION 3.05. INDEMNIFICATION.

(a) Definitions. As used in this Section 3.05, the words "claim," "action," "suit," and "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, while in office or thereafter, and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) Indemnification. Subject to the exceptions and limitations contained in Section 3.05(c) of this Agreement, every person who is, or has been, a Trustee or officer of the Board (hereinafter referred to as a "Covered Person"), whether or not the Covered Person has been alleged to have been negligent in the exercise of the duties of his or her office, shall be indemnified to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by the Covered Person in connection with any claim, action, suit, or proceeding in which he or she becomes involved as a party or otherwise by virtue of being or having been a Trustee or officer and against amounts paid or incurred by the Covered Person in the settlement thereof.

(c) Limitations. No indemnification shall be provided hereunder to a Covered Person (i) who shall have been adjudicated by a court or body before which the proceeding was brought to be liable to the Board, FLSTAR, or the Participants by reason of fraud, willful misfeasance, or bad faith; or (ii) in the event of a settlement, unless there has been a determination that the Covered Person did not engage in fraud, willful misfeasance, or bad faith, (1) by a court or other body approving the settlement, (2) by at least a majority of the Trustees who are not parties to the matter, based upon review of readily available facts (as opposed to full trial-type inquiry), or (3) by written opinion of independent legal counsel based upon a review of readily available facts (as opposed to a full trial-type inquiry).

(d) Miscellaneous. The rights of indemnification herein provided may be insured against by policies maintained by the Board, shall be severable, shall not be exclusive of or affect any other rights to which any Covered Person may now or hereafter be entitled, shall continue as to a Covered Person who has ceased to be a Trustee or officer, and shall inure to the benefit of the heirs, executors, and administrators of the Covered Person. Nothing contained herein shall affect any rights to indemnification to which FLSTAR personnel, other than Trustees and officers, and other Persons may be entitled by contract or otherwise under law.

(e) Expenses of Defense. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in Section 3.05(b) of this Agreement may be paid as an expense of the applicable Portfolio from time to time prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Covered Person that such amount will be paid over by him or her to the applicable Portfolio if it is ultimately determined that he is not entitled to indemnification under this Section 3.05;

provided, however, that either (i) the Covered Person shall have provided appropriate security for such undertaking, (ii) the Board is insured against losses arising out of any such advance payments, or (iii) either a majority of the Trustees who are not parties to the matter, or independent legal counsel in a written opinion, shall have determined, based upon a review of readily available facts (as opposed to a trial-type inquiry or full investigation), that there is reason to believe that the Covered Person will be found entitled to indemnification under this Section 3.05.

(f) Right to Defend. Subject to applicable law, the Board may, and if requested in writing by a Covered Person shall, undertake the defense of any claim, action, or proceeding in connection with the matters set forth in Section 3.05(b)-(e) for which the Covered Person is indemnified under this Section 3.05, and thereafter the Board shall not be liable to the Covered Person for any costs of counsel or other expenses other than reasonable costs subsequently incurred by the Covered Person at the request of the Board in connection with the defense thereof, unless (i) the employment of such counsel has been specifically authorized in writing by the Board, (ii) the Board has failed after request to assume the defense and to employ counsel, or (iii) the named parties to any such action (including impleaded parties) include both a Covered Person and the Board and the Covered Person shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Board (in which case, if the Covered Person notifies the Board in writing that it elects to employ separate counsel at the expense of the Board, the Board shall not have the right to assume the defense of the action on behalf of the Covered Person; provided that if the Board has insured against losses pursuant to Section 3.05(e) and the insurer proceeds to defend the Covered Person pursuant to the policy of insurance, then the Board shall have no further duty to indemnify costs of defense or defend the Covered Person pursuant to this Section 3.05.

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ARTICLE IV
PARTICIPATION IN TRUST

SECTION 4.01. **ELIGIBILITY OF INTERLOCAL MEMBERS**. In order for a Public Agency to become an Interlocal Member and transfer Surplus Funds into FLSTAR, each of the following conditions must be satisfied:

(a) The Public Agency must enact an ordinance or adopt a resolution substantially in the form attached hereto as Appendix B to this Agreement. Such ordinance or resolution shall (i) authorize the Public Agency to become party to and approve this Agreement as an Interlocal Member, (ii) acknowledge the Board's power to supervise FLSTAR and agree that the Surplus Funds it transfers to FLSTAR shall be held and managed in trust by the Board for the Interlocal Member's benefit, (iii) designate Authorized Representatives of the Interlocal Member, and (iv) consent to the terms and conditions specified on FLSTAR's website in order to use the online transaction system;

(b) The Public Agency must become a party to this Agreement by executing an Additional Party Agreement and delivering the same to FLSTAR, together with a certified copy of the ordinance or resolution referred to in Section 4.01(a) of this Agreement, an application in form and substance satisfactory to the Board, a copy of its written investment policy, and such other information as may be required by the Board; and

(c) No entity except a Public Agency may be an Interlocal Member. The Board shall have the sole discretion to determine whether a Public Agency is eligible under law to be an Interlocal Member and to designate categories of Public Agencies eligible to be Interlocal Members in any Portfolio of FLSTAR.

SECTION 4.02. **ELIGIBILITY OF INVESTORS**. In order for a Unit of Local Government or a Public Agency to become an Investor and transfer Surplus Funds into FLSTAR without becoming an Interlocal Member, each of the following conditions must be satisfied:

(a) The Unit of Local Government or Public Agency (i) must have adopted by resolution a written investment policy (or have amended an existing written investment policy) pursuant to Section 218.415, Florida Statutes, or other Florida law that is consistent with this Agreement and that authorizes investment of Surplus Funds in intergovernmental investment pool(s), or (ii) provide the Board with other satisfactory information establishing its authority to invest its Surplus Funds in the applicable Portfolio of FLSTAR pursuant to Florida law; and

(b) The Unit of Local Government or Public Agency must execute a Participation Certificate substantially in the form attached hereto as Appendix C to this Agreement and deliver the same to FLSTAR, together with a copy of the written investment policy referred to in Section 4.02(a)(i) of this Agreement or other satisfactory information referred to in Section 4.02(a)(ii) of this Agreement, an application in form and substance satisfactory to the Board, and such other

information as may be required by the Board. Such Participation Certificate shall (i) certify that the Investor is authorized to invest its Surplus Funds in FLSTAR pursuant to either Section 218.415, Florida Statutes, or other Florida law (ii) acknowledge the Board's power to supervise FLSTAR and agree that the Surplus Funds it transfers to FLSTAR shall be held and managed in trust by the Board for the Investor's benefit, (iii) designate Authorized Representatives of the Investor, and (iv) consent to the terms and conditions specified on FLSTAR's website in order to use the online transaction system.

(c) No entity except a Unit of Local Government or Public Agency may be an Investor. The Board shall have the sole discretion to determine whether a Unit of Local Government or Public Agency is eligible under law to be an Investor and to designate categories of Units of Local Government or Public Agencies eligible to be Investors in any Portfolia or FLSTAR.

SECTION 4.03. **REPRESENTATIONS AND WARRANTIES**. Each Interlocal Member hereby represents and warrants, and each Participant shall represent and warrant, that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to perform its obligations hereunder, including, without limitation, the appointment of its Authorized Representative (and, with respect to a Participant that is an Interlocal Member, to execute and deliver this Agreement or its Additional Party Agreement, as applicable), and;

(b) the performance of this Agreement by the Participant (and, with respect to a Participant that is an Interlocal Member, the execution and delivery of this Agreement), are within the power and authority of the Participant and do not violate the laws, rules, or regulations of the State applicable to the Participant or the Participant's charter or its organizational statute, instrument, or documents or any other applicable federal, State, or local law; and

(c) the resolution, ordinance, and/or certificates delivered heretofore or hereafter by the Participant pursuant to this Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(d) it is considered a political subdivision of a state for federal income tax purposes whose income is exempt from federal income taxation.

SECTION 4.04. **COVENANTS**. Each Participant hereby covenants that:

(a) it shall invest only the Surplus Funds that are permitted to be invested by it pursuant to the laws of the State and any charter, instrument, organizational document, and any federal, State, or local rule, ordinance, resolution, or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State and any charter, instrument, or organizational document, and any federal, state, or local rule, ordinance, resolution, or regulation applicable to such Participant to be done prior to such investment;

(b) it shall use reasonable efforts to withdraw from this Agreement or withdraw its Surplus Funds held in any Portfolio of FLSTAR prior to the time any of the representations and warranties made by it in Section 4.02 of this Agreement ceases to be true; and

(c) it represents and warrants that it is considered a political subdivision of a state for federal income tax purposes whose income is exempt from federal income taxation.

SECTION 4.05. PARTICIPANT ACCOUNTS.

(a) In order to accomplish FLSTAR's purpose, each Participant agrees that the Surplus Funds transferred to a Portfolio within FLSTAR will be commingled with other Surplus Funds transferred to the Portfolio by other Participants for the purpose of making Authorized Investments, subject to the terms of this Agreement, the Investment Policies, and applicable law, thereby taking advantage of investment opportunities and cost benefits available to larger investors.

(b) While available Surplus Funds of the Participants may be commingled for purposes of common investment and operational efficiency, one or more separate Accounts for each Participant in each Portfolio in FLSTAR designated by the Participant will be established in accordance with the Participant's application to join FLSTAR and will be maintained by FLSTAR.

(c) Each Participant shall own an undivided beneficial interest in the Trust Assets in the Portfolios in which it invests represented by Units, as further described in the Investment Policies and Operating Policies.

(d) The Participant agrees that all FLSTAR fees payable by a Participant shall be directly and automatically assessed and charged against the Participant's Account. The basic services fee shall be calculated as a reduction in the daily income earned and only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's Account as they are incurred or performed. Use of the Trust Assets for fees shall be made from current revenues available to the Participant.

SECTION 4.06. REPORTS. FLSTAR shall submit a written report a least once per month to each Participant. Such report will indicate: (a) the balance in each Account of a Participant as of the date of such report, (b) yield information, and (c) all account activity since the previous report.

SECTION 4.07. PARTICIPANT TERMINATION.

(a) A Participant may withdraw all Surplus Funds from an Account in accordance with the Investment Policies and Operating Procedures. A Participant may cease to be a

Participant under this Agreement, with or without cause, by providing written notice to FLSTAR at least 10 days prior to such termination.

(b) The Board may terminate a Participant's participation in this Agreement upon at least 30 days' notice if the applicable federal, state, or local law, rule, ordinance, resolution, or regulation changes so that such Participant is no longer entitled to join in an eligible intergovernmental investment pool under Section 218.415, Florida Statutes, the Interlocal Act, or other applicable law.

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ARTICLE V
THE CO-ADMINISTRATORS

SECTION 5.01. **PROFESSIONAL MANAGEMENT**. Pursuant to its powers under Section 3.06 of this Agreement, the Board shall appoint co-administrators to provide services to FLSTAR consisting of one or more investment advisors registered under the Investment Advisors Act of 1940 with distribution of FLSTAR through a broker-dealer registered under the Securities Exchange Act of 1934. The Initial Trustees have by this Agreement appointed HTS and JPMIM to serve as Co-Administrators. The Board will take such actions (including, without limitation, negotiation of the Co-Administration Agreement) and will execute and deliver the Co-Administration Agreement and any other agreements, certificates, instruments, and documents as shall be necessary or desirable to appoint HTS and JPMIM.

SECTION 5.02. **THE CO-ADMINISTRATORS**. Pursuant to the initial Co-Administration Agreement, JPMIM shall provide investment advice to FLSTAR and HTS shall provide distribution, Participant, and marketing services to FLSTAR. Pursuant to its overall investment management responsibilities, JPMIM will appoint JPMorgan Chase Bank, N.A. to provide certain custodian and accounting services to FLSTAR. The Co-Administrators shall jointly provide transfer agency services through contracting with DST Asset Manager Solutions, Inc., or such other contractor they may select.

SECTION 5.03. **SUBCONTRACTS**. Each Co-Administrator may subcontract with its affiliates and others to perform the functions described in the Co-Administration Agreement and such subcontractors may subcontract with their respective affiliates and others to perform the functions assigned to them. To the extent that a Co-Administrator subcontracts all or a part of its responsibilities under the Co-Administration Agreement, the Co-Administrator will be responsible for compliance with the terms of the Co-Administration Agreement to the same extent as if such Co-Administrator itself had acted or failed to act instead of the subcontractor.

SECTION 5.04. **BOARD POLICIES**. The Board is responsible for the Investment Policies, the Operating Policies, and the general investment program of FLSTAR and for the general supervision and administration of the business and affairs of FLSTAR. The Co-Administrators have agreed to perform their duties under the Co-Administration Agreement in a manner which is consistent with such Investment Policies and the Operating Policies.

SECTION 5.05. **INTELLECTUAL PROPERTY**. The parties acknowledge that pursuant to the Co-Administration Agreement, the Co-Administrators may develop various types of intellectual property (the "Intellectual Property"), including, but not limited to, trademarks and copyrights. With regard to any and all Intellectual Property created by the Co-Administrators for use in FLSTAR, the Co-Administrators shall have all right, title, and interest to the Intellectual Property. No Participant shall make any claim of ownership to the Intellectual Property and shall have no rights to the Intellectual Property.

SECTION 5.06. SUCCESSOR CO-ADMINISTRATORS.

(a) Each Co-Administrator may assign its rights and duties under the Co-Administration Agreement in whole, or in part, to an affiliate; provided, however, if such assignment is considered an "assignment" under the Investment Advisors Act of 1940, then the prior written consent of the other parties to the Co-Administration Agreement, including FLSTAR, is required.

(b) The Co-Administrators or either of them may resign pursuant to the terms of the Co-Administration Agreement.

(c) The Board may, upon a unanimous vote of the Board, terminate one or both Co-Administrators pursuant to the terms of the Co-Administration Agreement; provided, however, the Board's action shall not become effective until it is approved by the Participants holding at least 75% of the Units in FLSTAR.

(d) Successor Co-Administrators shall meet the requirements set forth in Section 5.01 of this Agreement and their appointment by the Board shall be ratified by the Participants holding at least 75% of the Units in FLSTAR.

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ARTICLE VI
AMENDMENT AND TERMINATION

SECTION 6.01. AMENDMENT.

(a) Unless explicitly set forth otherwise herein, this Agreement may be amended by a majority of the Board. Any amendment that impacts the duties, obligations, or rights of the Co-Administrators shall be reduced to writing and agreed to by the affected party.

(b) This Agreement may not be amended to (i) change the purpose of FLSTAR or powers granted to the Board as set forth and established herein by the Interlocal Members, unless such amendment has been approved by the Interlocal Members; (ii) permit the diversion or application of any Trust Assets for any purpose other than those specified herein; (iii) change any rights with respect to any Units by reducing the amount payable thereon upon liquidation of FLSTAR; or (iv) impair the exemptions contained herein from personal liability of the Participants, the Trustees, officers, employees, and agents of FLSTAR.

(c) Any amendment executed pursuant to Section 6.01(a) hereof will be effective 30 days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants and the Co-Administrator, if applicable, setting forth the substance of such amendment and permitting each Participant to terminate its participation and request payment of its balance on the terms set out in the Operating Procedures.

(d) Notwithstanding the foregoing, subject to the terms of this Agreement, the Board has the authority to amend any term or provision of the Bylaws, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, is a material change to the Bylaws.

(e) Notwithstanding the foregoing, subject to the terms of this Agreement, the Board has the authority to amend any term or provision of the Investment Policies, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on the Participants' investments in FLSTAR.

(f) Notwithstanding the foregoing, subject to the terms of this Agreement, the Board has the authority to amend any term or provision of the Operating Procedures provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in FLSTAR.

(g) Notwithstanding the foregoing, subject to the terms of this Agreement and the Investment Policies, the Information Statement may be amended or supplemented.

SECTION 6.02. TERMINATION.

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 6.02 or unless otherwise terminated by the Interlocal Members pursuant to the Interlocal Act.

(b) The Board may dissolve FLSTAR in whole and terminate this Agreement upon a unanimous vote of the Board; provided, however, the Board's action shall not become effective until ratified by the Participants holding at least 75% of the Units in FLSTAR and the Board shall have made provision for all liabilities and obligations of the Board and FLSTAR.

(c) The Board may dissolve any Portfolio upon not less than 30 days' notice to the Participants, provided that the Board makes provision for all liabilities and obligations of such Portfolio. Upon the termination of any Portfolio, after making provision for all liabilities and obligation of such Portfolio, the Board shall disburse all of the Trust Assets in such Portfolio to the Participants in proportion to their Units in such Portfolio. After giving notice of termination of any Portfolio, the Board may withhold distributions of earnings from such Portfolio in such amounts as it deems advisable to make provision for the Portfolio's liabilities and obligations.

(d) Upon the dissolution of FLSTAR and termination of this Agreement pursuant to Section 6.02 of this Agreement:

(i) the Board and its contractors and agents shall carry on no business in connection with FLSTAR except for the purposes of satisfying the liabilities of FLSTAR and winding up their affairs in connection with the Trust Assets;

(ii) all of the powers of the Board and the Co-Administrators under this Agreement and the Co-Administration Agreement, shall continue until the affairs of FLSTAR shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Trust Assets, and do all other acts appropriate to liquidate the affairs in connection with FLSTAR; and

(iii) after paying or adequately providing for the payment of all liabilities of FLSTAR, and upon receipt of such releases, indemnities, and refunding agreements as each of the Board and the Co-Administrators deem necessary for their protection, the Board shall disburse all of the Trust Assets of FLSTAR to the Participants in proportion to their Units in FLSTAR. After giving notice of dissolution of FLSTAR, the Board may withhold distributions of earnings from FLSTAR in such amounts as it deems advisable to make provision for FLSTAR's liabilities and obligations.

(e) Upon termination of this Agreement and distribution to the Participants as herein provided, the Board shall direct the Co-Administrators to execute and log among the records

maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Board and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all the Participants hereunder shall cease and be cancelled and discharged.

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ARTICLE VII
MISCELLANEOUS

SECTION 7.01. **SEVERABILITY**.

(a) If any provision of this Agreement shall be held or deemed to be illegal, inoperative, or unenforceable, the same shall not affect any other provisions contained herein or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

(b) Any participation in this Agreement or transfer of assets to FLSTAR that is not qualified for any reason shall not terminate this Agreement or the participation of other Participants or otherwise adversely affect FLSTAR.

SECTION 7.02. **LIMITATION OF RIGHTS**. This Agreement does not create any right, title, or interest for any Person other than the Participants and any Person who has a contract to provide services to FLSTAR, and nothing in or to be implied from this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under this Agreement.

SECTION 7.03. **EXECUTION OF COUNTERPARTS**. This Agreement may be executed in several separate counterparts, including by Additional Party Agreement, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 7.04. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 7.05. **EFFECTIVE DATE**. Pursuant to section 163.01(11), Florida Statutes, this Agreement shall become effective upon filing with the Clerk of the Circuit Court in the county where the Board maintains its chief administrative office as set forth in Section 3.01(d) of this Agreement (the "Effective Date").

SECTION 7.06. **TERM**. This Agreement shall have an initial term beginning with the Effective Date and shall be automatically renewed for one year on such date and each anniversary of such date, except with respect to any Public Agency or Unit of Local Government that may have terminated itself as a Participant or as otherwise provided in Section 4.07 of this Agreement.

SECTION 7.07. **NOTICES**. Any notices or other information required or permitted to be given hereunder shall be sent by written notice delivered by electronic mail: (a) to FLSTAR at the address set forth in the Information Statement, and (b) to a Participant at the email address of the Authorized Representatives as set forth in the Participant's application to become a Participant or as otherwise provided by written notice to HTS.

SECTION 7.08. **PARTICIPANT RIGHTS**. The Participants shall be beneficiaries in FLSTAR, and their relationship to the Board shall be solely in their capacity as Participants in accordance with the rights conferred upon them hereunder.

SECTION 7.09. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding of the Participants.

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IN WITNESS WHEREOF, the parties have cause this Agreement to be executed in their names and on their behalf as of the date first written above.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

DATE: August 20, 2019

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this 20th day of AUG., 2019

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD August 20, 2019 UNDER AGENDA ITEM NO. 6
Resolution No. 2019-012

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed in their names and on their behalf as of the date first written above.

(SEAL)

Haines City, FLORIDA

By: Morris West
Name: Morris West
Title: Mayor

ATTEST:

By: Linda Bourgeois
Name: Linda Bourgeois
Title: City Clerk

RECEIVED
SEP 05 2019
BY: .....

Notice Address: 620 E. Main Street
Haines City, FL
33844

RECEIVED
SEP 11 2019
BY: PLANNER

93931518.2

APPENDIX A

ADDITIONAL PARTY AGREEMENT
of that certain
AMENDED AND RESTATED INTERLOCAL AGREEMENT AND TRUST INSTRUMENT
for the
FLORIDA SHORT TERM ASSET RESERVE

This Additional Party Agreement (this "Agreement") is executed as of the ____ day of _____, 20___, by and on behalf of _____, Florida (the "Interlocal Member ").

The City of Ocoee, Florida and the City of Haines City, Florida (collectively, the "Initial Interlocal Members") entered into that certain Interlocal Agreement and Trust Instrument, dated as of March 21, 2019, as amended and restated by that certain Amended and Restated Interlocal Agreement and Trust Instrument dated as of _____, 2019 and as may be further amended or supplemented from time to time pursuant to its terms (the "Interlocal Agreement"), in order to establish and maintain an intergovernmental investment pool as described in Section 218.415, Florida Statutes. All capitalized undefined terms used herein shall have the meanings set forth in the Interlocal Agreement.

The Initial Interlocal Members through due execution and delivery of the Interlocal Agreement have thereby created the Florida Short Term Asset Reserve ("FLSTAR"), an intergovernmental investment pool as described in Section 218.415, Florida Statutes, which is managed, operated, and supervised the Board, a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes.

The Interlocal Member hereby represents and warrants that (a) prior to the Interlocal Member's execution of this Agreement, the Interlocal Member has received and reviewed the Interlocal Agreement and finds it proper to invest all or a portion of its Surplus Funds in one or more Portfolios of FLSTAR in accordance with the terms of the Interlocal Agreement; (b) the Interlocal Member is a Public Agency; (c) the Person executing this Agreement on behalf of the Interlocal Member is an officer of the Pubic Agency who is properly authorized to invest the Surplus Funds of the Interlocal Member and execute this Agreement; (d) the Interlocal Member (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting or enacting a resolution or ordinance, or taking any other action necessary to authorize participation and investment in FLSTAR (for example, adopting written investment policies or amending or modifying any existing written investment policies to authorize the investment in intergovernmental investment pools), and (ii) has furnished to the Board evidence satisfactory to FLSTAR that such official action has been taken; and (e) the Interlocal Member has tendered or has agreed to tender Surplus Funds in the future for investment under the Interlocal Agreement.

By executing this Instrument, the Interlocal Member agrees that (a) it will be an Interlocal Member in FLSTAR and may appoint an officer or employee to serve as a Trustee as described in the Interlocal Agreement; and (b) it will become a party to the Interlocal Agreement to which this Agreement is attached, and thereby will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain written investment policies consistent with the provisions of the Interlocal Agreement and which allows for participation in an intergovernmental investment pool.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Agreement as of the day first above written.

Name of Unit of Local Government: _____

OFFICIAL SEAL OF UNIT OF LOCAL GOVERNMENT Required Below	By: _____ Authorized Representative _____ Printed Name and Title Attest: _____ Authorized Representative _____ Printed Name and Title

Approved and accepted:

FLORIDA SHORT TERM ASSET RESERVE

By: Hilltop Securities Inc., as Co-Administrator

By: _____ Date: _____
Authorized Signer

APPENDIX B

FORM OF [RESOLUTION] [ORDINANCE]

A[N] [RESOLUTION][ORDINANCE] OF THE [GOVERNING BODY] OF THE [PUBLIC AGENCY] AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF JOINTLY EXERCISING ITS POWER TO INVEST SURPLUS FUNDS IN AN INTERGOVERNMENTAL INVESTMENT POOL PURSUANT TO SECTION 218.415, FLORIDA STATUTES, AND SECTION 163.01, FLORIDA STATUTES; APPROVING THE INVESTMENT OF CERTAIN SURPLUS FUNDS OF [PUBLIC AGENCY] IN THE FLORIDA SHORT TERM ASSET RESERVE; APPOINTING AN AUTHORIZED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 218.415, Florida Statutes, authorizes any governmental entity within the State of Florida (the "State") and not part of State government, including, but not limited to, counties, municipalities, school districts, special districts, clerks of circuit court, sheriffs, property appraisers, tax collectors, supervisors of elections, authorities, boards, public corporations, or any other political subdivision of the State (each a "Unit of Local Government" and, collectively, "Units of Local Government") to invest and reinvest any surplus funds in their control or possession in any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, permits political subdivisions, agencies, or officers of the State, including, but not limited to State government, counties, cities, school districts, single and multipurpose special districts, single and multipurpose public authorities, metropolitan or consolidated governments, separate legal entities or administrative entities created under Section 163.01(7), Florida Statutes, or independently elected county officers (each a "Public Agency" and, collectively, "Public Agencies"), to enter into an interlocal agreement to jointly exercise any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately, permitting the Public Agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide for the sharing of their powers in a manner and pursuant to forms of governmental organization that are in the best interests of the Public Agencies; and

WHEREAS, the [Public Agency] is a Public Agency, and is authorized pursuant to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its surplus funds in statutorily permitted investments, including, but not limited to, any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the City of Ocoee, Florida and the City of Haines City, Florida, entered into that certain Interlocal Agreement, dated as of March 21, 2019, as amended and restated by that certain Amended and Restated Interlocal Agreement and Trust Instrument dated as of _____, 2019, and as may be further amended or supplemented from time to time pursuant to its terms (the "**Interlocal Agreement**"), in order to provide the Interlocal Members (as defined in the Interlocal Agreement), a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Short Term Asset Reserve ("FLSTAR"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, and managed, operated, and supervised by a board of trustees, which is a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes; and

WHEREAS, the [Public Agency] desires to join the Interlocal Agreement and execute and deliver the Additional Party Agreement, in order to jointly exercise its investment power and invest its surplus funds in concert with the other Interlocal Members pursuant to the Interlocal Agreement in order (a) participate in diversified and professionally managed Portfolios (as defined in the Interlocal Agreement) to meet its investment needs, (b) create greater purchasing powers through economies of scale, (c) lower the costs associated with the investment and reinvestment of its surplus funds; and (d) be provided assistance on investment alternatives and other investment issues of concern; and

WHEREAS, the [Public Agency] further desires to invest and reinvest a portion of its surplus funds in FLSTAR; and

WHEREAS, the [Public Agency] has adopted written investment policies authorizing investment in intergovernmental investment pools authorized pursuant to Section 163.01, Florida Statutes, and with respect to the funds to be invested in such intergovernmental investment pools, all authorized investments set forth in the investment policies of such intergovernmental investment pools.

NOW, THEREFORE, BE IT [RESOLVED][ENACTED] by the [Governing Body] of the [Public Agency] as follows:

SECTION 1. AUTHORITY. This [Resolution][Ordinance] of the [Public Agency] (the "_____") is adopted pursuant to the provisions of Section 163.01, Florida Statutes (the "Interlocal Act"), Section 218.415, Florida Statutes (the "Local Government Investment Act"), [Chapter 166, Part II, Florida Statutes,][Chapter 125, Florida Statutes,] and other applicable provisions of law (collectively, the "Act").

SECTION 2. INTERLOCAL AGREEMENT.

(a) Pursuant to Article VI of the Interlocal Agreement, the [Public Agency] hereby approves and joins the Interlocal Agreement, a copy of which is attached hereto as Exhibit A and

incorporated herein by reference, as an Interlocal Member and agrees to be bound by all of the terms and provisions thereof.

(b) The [Chairperson][Mayor], as attested by the [County][City] Clerk, or in each case their duly authorized designee, are hereby authorized and directed to execute and deliver the Additional Party Agreement, which is in substantially the form attached hereto as Exhibit B with such changes, amendments, modifications, deletions, and additions as may be approved by the [Chairperson][Mayor] or his or her duly authorized designee, the execution thereof being conclusive evidence of such approval.

(c) The Interlocal Agreement constitutes a joint exercise of power, privilege, or authority by and between the Interlocal Members thereunder and is deemed to be an "interlocal agreement" within the meaning of the Interlocal Act. The [Public Agency] shall cause this Resolution and its executed Additional Party Agreement with the Clerk of the Circuit Court in the County of the [Public Agency] or in the county where FLSTAR maintains its principal place of business, as provided in section 163.01(11), Florida Statutes.

SECTION 3. INVESTMENT IN FLSTAR; APPOINTMENT OF AUTHORIZED REPRESENTATIVE; TAX PAYER IDENTIFICATION NUMBER; CONTACT INFORMATION.

(a) The [Public Agency] is hereby authorized to invest and reinvest a portion of its surplus funds in one or more Portfolios of FLSTAR. The [Public Agency] hereby acknowledges the board of trustees' power to supervise FLSTAR and hereby agrees the surplus funds transferred to FLSTAR shall be held and managed in trust by the board of trustees for the [Public Agency]'s benefit.

(b) The following officers, officials, or employees of the [Public Agency] are hereby designated as "Authorized Representatives" within the meaning of the Interlocal Agreement, with full power and authority to, among other things, execute the Interlocal Agreement, an application to join FLSTAR, and any other documents required to become an Interlocal Member; deposit money to and withdraw money from the [Public Agency]'s FLSTAR account from time to time in accordance with the Interlocal Agreement and the Information Statement; to agree to the terms for the use of the website for online transactions; and take all other actions deemed necessary or appropriate for the investment of funds of the [Public Agency]:

1. Name: _____ Title: _____
   Signature: _____ Phone: _____
   Email: _____
2. Name: _____ Title: _____
   Signature: _____ Phone: _____
   Email: _____
3. Name: _____ Title: _____

Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

(c) The name of the Authorized Representative listed above that will be designated as the primary contact and will receive all FLSTAR correspondence, including transaction conformations and monthly statements, is:
Name: _____

(d) The following additional [Public Agency] representative (not listed above) is designated as an inquiry only representative ("Inquiry Only Representative") authorized to obtain account information:
Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

(e) The [Public Agency] may remove Authorized Representatives, designate other Authorized Representatives, change Authorized Representatives to Inquiry Only Representatives, or change Inquiry Only Representatives to additional Authorized Representatives by written instrument signed by an existing and currently employed or retained Authorized Representative or by the [Public Agency]'s chief executive officer or his/her designee, or by the [Public Agency]'s chief financial officer or his/her designee.

(f) The taxpayer identification number for the [Public Agency] is _____.

(g) The contact information for the [Public Agency] is:

Primary mailing address:
_____
Physical address (if different):
_____
Main phone number:
_____
Main fax number:
_____

SECTION 4. DIRECTION AND AUTHORITY. The officials, officers, attorneys, and other agents or employees of the [Public Agency] are directed and authorized to do all acts and things required of them by this [Resolution][Ordinance] and the Interlocal Agreement for the full, punctual, and complete performance of all the terms, covenants, and agreements provided for herein and therein, and each of the officials, officers, attorneys, or other agents or employees are

hereby authorized and directed to execute and deliver any and all papers and instruments (including any agreements required for use of online portals related to FLSTAR) and to do and cause to be done all acts and things necessary or proper for carrying out the activities and actions contemplated by this [Resolution][Ordinance] and the Interlocal Agreement.

SECTION 5. INVESTMENT POLICIES. With respect to the surplus funds to be invested in FLSTAR, to the extent the written investment policies of the [Public Agency] adopted pursuant to Section 218.415, Florida Statutes (the "Investment Policies"), is inconsistent with the investment policies of FLSTAR, the [Public Agency] hereby amends the Investment Policies to include as an authorized investment FLSTAR and all authorized investments set forth in the investment policies of FLSTAR, as such investment policies may be amended from time to time in accordance with the Interlocal Agreement.

SECTION 6. EFFECTIVE DATE. This [Resolution][Ordinance] shall take effect immediately upon its filing with the Clerk of the Circuit Court in the County of the [Public Agency] or in the county where FLSTAR maintains its principal place of business.

PASSED AND [ADOPTED][ENACTED] at a meeting held on the ____ day of _____, 20__.

[PUBLIC AGENCY]

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

APPENDIX C

FORM OF PARTICIPATION CERTIFICATE

This Participation Certificate (this "Certificate") is executed as of the _____ day of _____, 20__, by the undersigned authorized signatory on behalf of _____, Florida (the "Investor").

The City of Ocoee, Florida and the City of Haines City, Florida (collectively, the "Initial Interlocal Members") entered into that certain Interlocal Agreement and Trust Instrument, dated as of March 21, 2019, as amended and restated by that certain Amended and Restated Interlocal Agreement and Trust Instrument dated as of _____, 2019 and as may be further amended or supplemented from time to time pursuant to its terms (the "Interlocal Agreement"), creating the Florida Short Term Asset Reserve ("FLSTAR"), an intergovernmental investment pool as described in Section 218.415, Florida Statutes, which is managed, operated, and supervised by the Board, a separate legal entity and public body corporate and politic pursuant to Section 163.01(7), Florida Statutes. All capitalized undefined terms used herein shall have the meanings set forth in the Interlocal Agreement.

By executing this Certificate the undersigned authorized signatory hereby represents and warrants on behalf of the Investor that (a) representatives of the Investor have received and reviewed the Information Statement and Interlocal Agreement; (b) the Investor finds it proper to invest all or a portion of its Surplus Funds in one or more Portfolios of FLSTAR in accordance with the terms of the Interlocal Agreement; (c) the Investor is a Unit of Local Government or Public Agency under State law whose income is exempt from federal income taxation; (d) the Person executing this Certificate on behalf of the Investor is an officer of the Investor empowered to invest Surplus Funds of the Investor and execute this Certificate and any other documents necessary to establish an account with FLSTAR and invest Surplus Funds therein; and (e) the Investor (i) has taken all required official action to invest Surplus Funds in one or more Portfolios of FLSTAR pursuant to Section 218.415, Florida Statutes, or other Florida law, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Certificate, the authorized signatory represents and warrants that the Investor will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation the requirement that it will maintain eligibility to invest its Surplus Funds in FLSTAR pursuant to Section 218.415, Florida Statutes, or other Florida law.

The following officers, officials, or employees of the Investor are designated as "Authorized Representatives" within the meaning of the Interlocal Agreement, with full power and authority to, among other things, execute an application to become an Investor in FLSTAR and any other documents required to become an Investor; deposit money to and withdraw money from the Investor's FLSTAR account from time to time in accordance with the Interlocal

Agreement and the Information Statement; to agree to the terms for the use of the website for online transactions; and take all other actions deemed necessary or appropriate for the investment of funds of the Investor:

1. Name: _____ Title: _____

   Signature: _____ Phone: _____

   Email: _____

2. Name: _____ Title: _____

   Signature: _____ Phone: _____

   Email: _____

3. Name: _____ Title: _____

   Signature: _____ Phone: _____

   Email: _____

4. Name: _____ Title: _____

   Signature: _____ Phone: _____

   Email: _____

(a) The name of the Authorized Representative listed above that will be designated as the primary contact and will receive all FLSTAR correspondence, including transaction conformations and monthly statements, is:

Name: _____

(b) [The following additional [Investor] representative (not listed above) is designated as an inquiry only representative ("Inquiry Only Representative") authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____]

(c) The [Investor] may remove Authorized Representatives, designate other Authorized Representatives, change Authorized Representatives to Inquiry Only Representatives, or change Inquiry Only Representatives to additional Authorized Representatives by written instrument signed by an existing and currently employed or retained Authorized Representative, by the [Investors]'s chief executive officer or his/her designee, or by the [Investor]'s chief financial officer or his/her designee.

(d) The taxpayer identification number for the [Investor] is _____.

(e) The contact information for the [Investor] is:

Primary mailing address:

_____

Physical address (if different):

_____

Main phone number:

_____

Main fax number:

_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the day first above written.

Name of Investor: _____

By: _____
Authorized Representative

_____
Printed Name and Title

Attest: _____

Authorized Representative

_____
Printed Name and Title

Approved and accepted:

FLORIDA SHORT TERM ASSET RESERVE

By: Hilltop Securities Inc., as Co-Administrator

By: _____ Date: _____
Authorized Signer

APPENDIX D

FORM OF GOVERNMENT FUND INVESTMENT POLICIES



FLORIDA SHORT TERM ASSET RESERVE

GOVERNMENT FUND INVESTMENT POLICIES

ARTICLE I
STATEMENT OF PURPOSE AND OBJECTIVE

SECTION 1.01. ORGANIZATION.

(a) The Florida Short Term Asset Reserve ("*FLSTAR*") is an intergovernmental investment pool organized under the authority of Section 218.415, Florida Statutes, and Section 163.01, Florida Statutes. FLSTAR was created by the Interlocal Agreement and Trust Instrument (the "*Interlocal Agreement*"), among its Interlocal Members. FLSTAR is governed by a board of trustees, a separate legal entity and public body corporate and politic created pursuant to Section 163.01(7), Florida Statutes (the "*Board*"). Any capitalized undefined terms used herein and not otherwise defined shall have the meanings set forth in the Interlocal Agreement.

(b) The Board may establish separate Portfolios within FLSTAR from time to time. The Board has created a Portfolio within FLSTAR to be called the "Government Fund." These Investment Policies pertain to the Government Fund.

SECTION 1.02. SERVICE PROVIDERS. J.P. Morgan Investment Management Inc., a corporation organized under the laws of Delaware ("*JPMIM*" or the "*Investment Manager*"), and Hilltop Securities Inc., a corporation organized under the laws of Delaware *("HTS"*) serve as Co-Administrators for FLSTAR under the Agreement for Investment Management and Related Services, among FLSTAR acting through the Board, JPMIM, and HTS (the "*Co-Administration Agreement*"). Pursuant to the Co-Administration Agreement, (a) JPMIM provides investment management services, and (b) HTS provides participant and marketing services. Custodial, fund accounting and depository services are provided by JPMorgan Chase Bank, N.A. (the *"Custodian"*). Transfer agency services are provided by DST Asset Manager Solutions, Inc. *("DST"*). Each of JPMIM, HTS, JPMorgan Chase Bank, N.A., and DST may provide certain services, including those described herein through the use of subcontractors or delegates.

SECTION 1.03. INVESTMENT OBJECTIVES.

(a) The investment objectives of the Government Fund in order of importance are: safety of capital, liquidity of funds, and investment income.

(b) These Investment Policies establish investment strategies, policies, and procedures intended to assure that these objectives are met.

[Remainder of page intentionally left blank]

ARTICLE II
STANDARD OF CARE

SECTION 2.01. **STANDARD OF CARE**.

(a) FLSTAR shall be designed and managed in accordance with the following prudent person standard of care (the "*Prudent Person Rule*"):

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

(b) This Prudent Person Rule shall apply to the management of the Government Fund.

ARTICLE III
GENERAL POLICIES

SECTION 3.01. **AUTHORIZED INSTITUTIONS AND DEALERS**. The securities dealers, issuers, and banks from whom the Government Fund may purchase securities shall be those approved by the Board. The Investment Manager shall maintain a list of such authorized securities dealers, issuers, and banks from whom the Government Fund may purchase securities.

SECTION 3.02. **THIRD PARTY CUSTODIAL AGREEMENTS**.

(a) All Government Fund securities shall be held with a third party; and all securities purchased by, and all collateral obtained by, the Government Fund shall be properly designated as an asset of the Government Fund. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized representative of FLSTAR.

(b) Securities transactions between a broker-dealer and the Custodian involving purchase or sale of securities by transfer of money or securities will be made on a "delivery vs. payment" basis, if applicable, to ensure that the Custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

SECTION 3.03. **BID REQUIREMENT**. When feasible and appropriate, the Investment Manager shall competitively bid investments. Except as otherwise required by law, the bid deemed to best meet the investment objectives stated herein shall be selected.

SECTION 3.04. **MASTER REPURCHASE AGREEMENT**. All institutions and dealers approved by the Board to transact in repurchase agreements with the Government Fund shall execute a Master Repurchase Agreement in the form provided by the Securities Industry

and Financial Markets Association and shall perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

SECTION 3.05. **DOCUMENTATION**. Reasonable documentation and a thorough audit trail shall be maintained for all investment transactions consistent with Board policy.

SECTION 3.06. **RISK AND DIVERSIFICATION**. Investments shall be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies shall be reviewed and revised periodically, as deemed necessary by the Investment Manager.

SECTION 3.07. **MATURITY AND LIQUIDITY REQUIREMENTS**. The Government Fund shall be structured in such a manner as to provide sufficient liquidity to the Participants. To the extent possible, an attempt shall be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

SECTION 3.08. **TEMPORARY CASH HOLDINGS**. To respond to unusual market conditions in a prudent manner, the Government Fund may be required to hold all or most of its total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent the Government Fund from meeting all its investment objectives.

SECTION 3.09. **DISTRIBUTION OF GAINS AND LOSSES**. So long as the Government Fund continues to utilize amortized accounting, all gains or losses from the sale of, and all other income received from, securities held in the Government Fund shall be distributed among its Participants in proportion to their day-weighted Units in the Government Fund and generally are amortized over a period of up to thirty (30) days from the date on which the gain, loss, or income is realized or received.

SECTION 3.10. **STABLE VALUE**.

(a) The Government Fund seeks to maintain a stable value of $1.00 per unit (rounded to the nearest whole cent). The $1.00 per unit value is not guaranteed or insured by FLSTAR or the Co-Administrators. There can be no assurance that the Government Fund will maintain a stable net asset value of $1.00.

(b) Although all securities in the Government Fund are marked to market daily using the fair value method, amortized cost, which generally approximates the market value of securities, is utilized. The Board, in its discretion, may elect to cease utilizing amortized accounting and to commence utilizing the fair value method at any time. To the extent that the Board elects to utilize a net asset value per share determined by using available market quotations

in lieu of amortized accounting, the Government Fund will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

(c) If, upon a daily calculation, the Investment Manager finds that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and $1.00 per unit of the Government Fund's assets exceeds $0.0040, the Board shall direct the Investment Manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable of any dilution or unfair results to existing Participants.

SECTION 3.11. **MONITORING MARKET PRICE**. Through one or both of the Co-Administrators, the Government Fund shall account for all transactions and shall mark to market the Government Fund's holdings on a daily basis through the use of independent or affiliated commercial pricing services or third party broker-dealers. The market prices shall be checked daily for current data and validity of information. In addition, a reasonability test shall be performed in order to determine if the prices received are within a set tolerance range. In the event that any of the prices fall outside of the set tolerance range, such prices shall be investigated.

SECTION 3.12. **INTERNAL CONTROLS**. FLSTAR shall have a system of internal controls which shall be included in the Operating Procedures. The internal controls shall be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by personnel. As part of the FLSTAR financial audit, its independent auditors shall review such internal controls.

SECTION 3.13. **REPORTING**.

(a) Each Participant must obtain and should review the Information Statement before investing. FLSTAR will furnish investment confirmations and a monthly report disclosing certain information to the Participants. Additional information is available on the FLSTAR web site.

(b) The Co-Administrators shall prepare for the Board's approval and submission to the Participants an annual report which shall include securities in the Government Fund by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

SECTION 3.14. **PERFORMANCE MEASUREMENT**. FLSTAR will use iMoneyNet Institutional Government Money Fund index as a benchmark of performance.

SECTION 3.15. **CONTINUING EDUCATION**. The FLSTAR trustee designated as its investment officer shall annually complete at least eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

ARTICLE IV
AUTHORIZED INVESTMENTS

SECTION 4.01. AUTHORIZED INVESTMENTS. The following are the types of investment in which the Government Fund may invest:

(a) **Obligations of the United States Government, its Agencies, and Instrumentalities**.

(i) Bills, notes, and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.

(ii) Obligations of any agency or instrumentality of the United States, including but not limited to, obligations of The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and the Government National Mortgage Association.

(iii) Obligations issued by entities with liquidity support from the U.S. Government, or its agencies or instrumentalities (government sponsored enterprises). These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

(iv) Obligations of the United States Government, its agencies and instrumentalities may include obligations with interest rates that adjust on set dates and are reasonably expected to have a market value that approximates amortized cost on such dates ("*variable rate notes*" or "*VRN*") or obligations with interest rates that adjust whenever a benchmark rate or index changes and are reasonably expected to have a market value that approximates amortized cost ("*floating rate securities*"). These obligations may have demand features which give the Government Fund the right to demand repayment of principal on specified dates or after giving a specified notice. Such securities may be deemed to have maturities shorter than their stated maturity dates.

(b) **Repurchase Agreements**. Repurchase agreements with a termination date of 364 days or less collateralized by U.S. Treasury obligations, federal agency securities, and federal instrumentality securities listed in Section 4.01(a) hereof. The purchased securities shall have a minimum market value including accrued interest of 102 percent (102%) of the dollar value of the transaction. Collateral shall be held by the Custodian or a sub-custodian, and market value of the collateral securities shall be marked-to-the market daily. Repurchase agreement counterparties, if rated, shall have a short-term credit rating of at least 'A-1' or the equivalent and a long-term rating of at least 'A' or the equivalent by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC *("S&P*"), Moody's Investors Service, Inc. *("Moody's*"), or another nationally recognized statistical rating organization (collectively, "*NRSRO*").

(c) **Money Market Funds**. No-load money market mutual funds that (i) are registered with and regulated by the U.S. Securities and Exchange Commission; (ii) include in their investment objectives the maintenance of a stable net asset value of $1.00; (iii) are rated 'AAAm' or equivalent by at least one NRSRO; and (iv) invest only in obligations of the United States, its agencies and/or instrumentalities, or repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities.

(d) ***The Government Fund may not be invested in commercial paper, certificates of deposit, or any other investments that are not listed above***.

SECTION 4.02. PORTFOLIO STRUCTURE. The Government Fund shall be designed and managed to ensure that it will meet all the requirements necessary to maintain a 'AAAm' rating (or the equivalent) by at least one NRSRO. The weighted average maturity of the Government Fund shall be limited to: (a) a maximum sixty (60) days when calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable rate notes or floating rate securities; and (b) a maximum of one hundred twenty (120) days as calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made. Specific portfolio composition and maturity limitation guidelines shall be guided by the following general parameters.

(a) **Portfolio Composition**. The composition of the Government Fund shall be limited as follows. Limitations shall be applied by comparing the amortized cost of the Government Fund's investments at the time of purchase.

(i) *United States Government Securities, Agencies, and Instrumentalities*. Up to one hundred percent (100%) of the Government Fund may be invested in obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States, its agencies, or instrumentalities, including government sponsored enterprises.

(ii) *Repurchase Agreements*. Up to one hundred percent (100%) of the Government Fund may be invested in repurchase agreements.

(iii) *Money Market Mutual Funds*. Up to a maximum of ten percent (10%) of the Government Fund may be invested in any one money market mutual fund, and the Government Fund's investment in any one money market mutual fund may not exceed ten percent (10%) of the total assets of that money market mutual fund.

(b) **Maturity Limitations**.

(i) *Government Securities, Agencies and Instrumentalities*. The maximum final maturity for any securities that are obligations of or guaranteed or insured by the United States government, its agencies, or instrumentalities shall be limited to 397 days for fixed rate securities, 397 days for floating rate securities rated below "AA-" by at least one NRSRO, two years (762 days) for floating rate securities rated "AA-" or higher by at least one NRSRO, and two years (762 days) for variable rate notes.

(ii) *Repurchase Agreements*. The maturity of repurchase agreements shall not exceed 364 days unless the repurchase agreements have a put option that allows the fund to liquidate the position at par (principal plus accrued interest).

APPENDIX E

FORM OF PRIME FUND INVESTMENT POLICIES



FLORIDA SHORT TERM ASSET RESERVE

PRIME FUND

INVESTMENT POLICIES

ARTICLE I
STATEMENT OF PURPOSE AND OBJECTIVE

SECTION 1.01. ORGANIZATION.

(a) The Florida Short Term Asset Reserve ("*FLSTAR*") is an intergovernmental investment pool organized under the authority of Section 218.415, Florida Statutes, and Section 163.01, Florida Statutes. FLSTAR was created by the Interlocal Agreement and Trust Instrument (the "*Interlocal Agreement*"), among its Interlocal Members. FLSTAR is governed by a board of trustees, a separate legal entity and public body corporate and politic created pursuant to Section 163.01(7), Florida Statutes (the "*Board*"). Any capitalized undefined terms used herein and not otherwise defined shall have the meanings set forth in the Interlocal Agreement.

(b) The Board may establish separate Portfolios within FLSTAR from time to time. The Board has created a Portfolio within FLSTAR to be called the "Prime Fund." These Investment Policies pertain to the Prime Fund.

SECTION 1.02. SERVICE PROVIDERS. J.P. Morgan Investment Management Inc., a corporation organized under the laws of Delaware ("*JPMIM*" or the "*Investment Manager*"), and Hilltop Securities Inc., a corporation organized under the laws of Delaware *("HTS"*) serve as Co-Administrators for FLSTAR under the Agreement for Investment Management and Related Services among FLSTAR acting through the Board, JPMIM, and HTS (the "*Co-Administration Agreement*"). Pursuant to the Co-Administration Agreement, (a) JPMIM provides investment management services, and (b) HTS provides participant and marketing services. Custodial, fund accounting and depository services are provided by JPMorgan Chase Bank, N.A. (the *"Custodian"*). Transfer agency services are provided by DST Asset Manager Solutions, Inc. *("DST"*). Each of JPMIM, HTS, JPMorgan Chase Bank, N.A., and DST may provide certain services, including those described herein through the use of subcontractors or delegates.

SECTION 1.03. INVESTMENT OBJECTIVES.

(a) The investment objectives of the Prime Fund in order of importance are: safety of capital, liquidity of funds, and investment income.

(b) These Investment Policies establish investment strategies, policies, and procedures intended to assure that these objectives are met.

ARTICLE II
STANDARD OF CARE

SECTION 2.01. STANDARD OF CARE.

(a) FLSTAR shall be designed and managed in accordance with the following prudent person standard of care (the "*Prudent Person Rule*"):

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

(b) This Prudent Person Rule shall apply to the management of the Prime Fund.

ARTICLE III
GENERAL POLICIES

SECTION 3.01. AUTHORIZED INSTITUTIONS AND DEALERS. The securities dealers, issuers, and banks from whom the Prime Fund may purchase securities shall be those approved by the Board. The Investment Manager shall maintain a list of such authorized securities dealers, issuers, and banks from whom the Prime Fund may purchase securities.

SECTION 3.02. THIRD PARTY CUSTODIAL AGREEMENTS.

(a) All Prime Fund securities shall be held with a third party; and all securities purchased by, and all collateral obtained by, the Prime Fund shall be properly designated as an asset of the Prime Fund. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized representative of FLSTAR.

(b) Securities transactions between a broker-dealer and the Custodian involving purchase or sale of securities by transfer of money or securities will be made on a "delivery vs. payment" basis, if applicable, to ensure that the Custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

SECTION 3.03. BID REQUIREMENT. When feasible and appropriate, the Investment Manager shall competitively bid investments. Except as otherwise required

by law, the bid deemed to best meet the investment objectives stated herein shall be selected.

SECTION 3.04. **MASTER REPURCHASE AGREEMENT**. All institutions and dealers approved by the Board to transact in repurchase agreements with the Prime Fund shall execute a Master Repurchase Agreement in the form provided by the Securities Industry and Financial Markets Association and shall perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

SECTION 3.05. **DOCUMENTATION**. Reasonable documentation and a thorough audit trail shall be maintained for all investment transactions consistent with Board policy.

SECTION 3.06. **RISK AND DIVERSIFICATION**. Investments shall be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies shall be reviewed and revised periodically, as deemed necessary by the Investment Manager.

SECTION 3.07. **MATURITY AND LIQUIDITY REQUIREMENTS**. The Prime Fund shall be structured in such a manner as to provide sufficient liquidity to the Participants. To the extent possible, an attempt shall be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

SECTION 3.08. **TEMPORARY CASH HOLDINGS**. To respond to unusual market conditions in a prudent manner, the Prime Fund may be required to hold all or most of its total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent the Prime Fund from meeting all its investment objectives.

SECTION 3.09. **DISTRIBUTION OF GAINS AND LOSSES**. So long as the Prime Fund continues to utilize amortized accounting, all gains or losses from the sale of, and all other income received from, securities held in the Prime Fund shall be distributed among its Participants in proportion to their day-weighted Units in the Prime Fund and generally are amortized over a period of up to thirty (30) days from the date on which the gain, loss, or income is realized or received.

SECTION 3.10. **STABLE VALUE**.

(a) The Prime Fund seeks to maintain a stable value of $1.00 per unit (rounded to the nearest whole cent). The $1.00 per unit value is not guaranteed or insured by FLSTAR or the Co-Administrators. There can be no assurance that the Prime Fund will maintain a stable net asset value of $1.00.

(b) Although all securities in the Prime Fund are marked to market daily using the fair value method, amortized cost, which generally approximates the market value of securities, is utilized. The Board, in its discretion, may elect to cease utilizing amortized accounting and to commence utilizing the fair value method at any time. To the extent that the Board elects to utilize a net asset value per unit determined by using available market quotations in lieu of amortized accounting, the Prime Fund will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.

(c) The Investment Manager will make a daily calculation to determine whether the Prime Fund's net asset value calculated by using available market quotations deviates from $1.00 per unit based on amortized cost. If the deviation exceeds $0.0040, the Investment Manager shall advise the Board, which may direct the Investment Manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair results to existing Participants.

SECTION 3.11. **MONITORING MARKET PRICE**. Through one or both of the Co-Administrators, the Prime Fund shall account for all transactions and shall mark to market the Prime Fund's holdings on a daily basis through the use of independent or affiliated commercial pricing services or third party broker-dealers. The market prices shall be checked daily for current data and validity of information. In addition, a reasonability test shall be performed in order to determine if the prices received are within a set tolerance range. In the event that any of the prices fall outside of the set tolerance range, such prices shall be investigated.

SECTION 3.12. **INTERNAL CONTROLS**. FLSTAR shall have a system of internal controls which shall be included in the Operating Procedures. The internal controls shall be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by personnel. As part of the FLSTAR financial audit, its independent auditors shall review such internal controls.

SECTION 3.13. **REPORTING**.

(a) Each Participant must obtain and should review the Information Statement before investing. FLSTAR will furnish investment confirmations and a monthly report

disclosing certain information to the Participants. Additional information is available on the FLSTAR web site.

(b) The Co-Administrators shall prepare for the Board's approval and submission to the Participants an annual report which shall include securities in the Prime Fund by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

SECTION 3.14. PERFORMANCE MEASUREMENT. FLSTAR will use iMoneynet First Tier Institutional Index as a benchmark of performance.

SECTION 3.15. CONTINUING EDUCATION. The FLSTAR trustee designated as its investment officer shall annually complete at least eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

ARTICLE IV
AUTHORIZED INVESTMENTS

SECTION 4.01. AUTHORIZED INVESTMENTS. The following are the types of investment in which the Prime Fund may invest:

(a) **Obligations of the United States Government, its Agencies, and Instrumentalities**.

(i) Bills, notes, and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.

(ii) Obligations of any agency or instrumentality of the United States, including but not limited to, obligations of The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and the Tennessee Valley Authority.

(iii) Obligations issued by entities with liquidity support from the U.S. Government, or its agencies or instrumentalities (government sponsored enterprises). These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

(b) **Repurchase Agreements**. Repurchase agreements with a termination date of 364 days or less collateralized by U.S. Treasury obligations, federal agency securities, and federal instrumentality securities described in Section 4.01(a) hereof with a minimum market value including accrued interest of 102 percent (102%) of the dollar value of the transaction or by cash equal to 100 percent (100%) of the dollar value of the transaction or by a combination of such securities and cash. Collateral shall be held by the Custodian or a sub-custodian, and market value of the collateral securities shall be marked-to-the market daily. Repurchase agreement counterparties shall be rated in one of the two highest short-term rating categories by a nationally recognized statistical rating organization *("NRSRO")*.

(c) **Commercial Paper.** The Prime Fund may invest in "prime quality" commercial paper of corporations, including paper issued by bank holding companies and high-quality asset-backed securities, with a maturity of 397 days or less. "Prime quality" commercial paper must be rated in one of the two highest short-term rating categories of a NRSRO.

(d) **Corporate Notes and Bonds.** The Prime Fund may invest in bonds, notes and other evidences of indebtedness or obligations issued by corporations having a remaining maturity less than or equal to 397 days. All such debt obligations shall be rated in one of the two highest short-term rating categories by a NRSRO.

(e) **Obligations of Banks.** The Prime Fund may purchase bankers' acceptances, certificates of deposit, time deposits and negotiable bank deposit notes issued by domestic banks and foreign banks. Yankee instruments are denominated in U.S. dollars and issued by U.S. branches of foreign banks. Eurodollar instruments are denominated in U.S. dollars and issued by non-U.S. branches of U.S. or foreign banks. The Prime Fund may invest in Bank obligations with maturities of 397 days or less if rated in one of the two highest short-term rating categories of a NRSRO. The Prime Fund will not invest in any bank obligation with a remaining maturity greater than 397 days.

(f) **Asset Backed Securities.** The Prime Fund may invest in asset backed securities. Asset backed securities are payable from pools of obligations, many of which involve consumer or commercial debt. Asset backed securities take the form of commercial paper, notes or pass-through certificates.

(g) **Foreign Securities**. The Prime Fund may invest in foreign securities issued in U.S. dollars by issuers based outside the United States, so long as they are eligible investments under the foregoing categories.

(h) **Floating-Rate and Variable-Rate Obligations**. The Prime Fund may purchase obligations that have interest rates that adjust on set dates and are reasonably expected to have a market value that approximates amortized cost on such dates (variable rate obligations or "VRN") or obligations that have interest rates that adjust whenever a benchmark rate or index changes and are reasonably expected to have a market value that approximates amortized cost (floating rate obligations). These obligations may have demand features which give the Prime Fund the right to demand repayment of principal on specified dates or after giving a specified notice. Such securities may be deemed to have maturities shorter than their stated maturity dates.

(i) **Money Market Funds**. The Prime Fund may invest in no-load money market mutual funds that (i) are registered with and regulated by the U.S. Securities and Exchange Commission; (ii) include in their investment objectives the maintenance of a stable net asset value of $1.00; and (iii) are rated 'AAAm' or equivalent by a NRSRO.

(j) ***The Prime Fund may not engage or invest in short sales, margin transactions, commodity or future contracts, venture capital, or initial public offerings, option trading and derivative transactions.***

(k) ***The Prime Fund may not be invested in asset backed commercial paper securities that are classified as structures investment vehicles (SIV), collateralized debt obligations (CDO), structured arbitrage vehicles (SAV) or extendible commercial paper. The Prime Fund may not invest in obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal, obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest, collateralized mortgage obligations and derivatives.***

SECTION 4.02. PORTFOLIO STRUCTURE. The Prime Fund shall be designed and managed to ensure that it will meet all the requirements necessary to maintain a 'AAAm' rating (or the equivalent) by at least one NRSRO. The weighted average maturity of the Prime Fund shall be limited to: (a) a maximum sixty (60) days when calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable rate notes or floating rate securities; and (b) a maximum of one hundred twenty (120) days as calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the

redemption payment must be made. Specific portfolio composition and maturity limitation guidelines shall be guided by the following general parameters.

(a) **Portfolio Composition**. The composition of the Prime Fund shall be limited as follows. Limitations shall be applied by comparing amortized cost of the Prime Fund's investments at the time of purchase.

(i) *United States Government Securities, Agencies, and Instrumentalities*. Up to one hundred percent (100%) of the Prime Fund may be invested in obligations of, unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States, its agencies, or instrumentalities, including government sponsored enterprises.

(ii) *Repurchase Agreements*. Up to one hundred percent (100%) of the Prime Fund may be invested in repurchase agreements.

(iii) *Commercial Paper*. No more than 5% of the Prime Fund may be invested in the commercial paper of any single entity (including affiliates).

(iv) *Corporate Notes and Bonds.* No more than 5% of the Prime Fund may be invested in corporate notes and bonds of any single entity (including affiliates).

(v) *Money Market Mutual Funds*. Up to a maximum of ten percent (10%) of the Prime Fund may be invested in any one money market mutual fund, and the Prime Fund's investment in any one money market mutual fund may not exceed ten percent (10%) of the total assets of that money market mutual fund.

(vi) *Industry.* No more than 25% of the assets of the Prime Fund may be invested in a single industry or business sector; provided that this limitation does not apply to securities issued or guaranteed by companies in the financial services or banking industries.

(b) **Maturity Limitations**.

(i) *Government Securities, Agencies and Instrumentalities*. The maximum final maturity for any securities that are obligations of or guaranteed or insured by the United States government, its agencies, or instrumentalities shall be limited to 397 days for fixed rate securities and two years (762 days) for variable rate notes.

(ii) *Repurchase Agreements*. The maturity of repurchase agreements shall not exceed 364 days unless the repurchase agreements have a put option that allows the fund to liquidate the position at par (principal plus accrued interest).

(iii) *Based on Ratings*. The maximum final maturity for a fixed-rate investment, a non-sovereign government floating rate investment, and a sovereign floating rate investment rated below "AA-" or equivalent rating by at least one NRSRO is 397 days. The maximum final maturity for a sovereign government (including sovereign government related/guaranteed) floating rate security rated at least "AA-" or an equivalent rating by at least one NRSRO is two years (762 days).

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

RESOLUTION NO. 38-25: CONSIDER THE ADOPTION OF A OF RESOLUTION WHICH, IF ADOPTED, WOULD ENCOURAGE AND SUPPORT VOLUSIA COUNTY'S EFFORTS TO SEEK GRANT FUNDING TO WIDEN OLD MISSION ROAD TO 4-LANES BETWEEN JOSEPHINE STREET AND PARK AVENUE.

October 28, 2025

Background:

1. Volusia County is requesting Resolution in support of their efforts widen Old Mission Road to 4-lanes between Josephine Street and Park Avenue.
2. Old Mission Road is the only N/S thoroughfare between SR-44 & SR-442 other than US-1 & I-95 (traffic flow) with major traffic to the NSB High School, NSB Middle School and Daytona State College South Campus as well as a main conduit for commercial traffic moving to and from New Smyrna Beach and Edgewater.
3. Williamson extension will not be completed for many years
4. Old Mission Road already exists and could be improved quickly
5. This widening project will help to relieve major truck and other through traffic currently using S Glencoe & Talyor Rd.
6. Park Ave. corridor is the largest contiguous industrial zoned area in Volusia County which requires a solid and safe truck access to SR-44 (Economic Development)
7. Old Mission Road currently only a few feet from a deep steep ditch where several fatalities have occurred over the years (safety)
8. There are two residential developments coming online with over 400 dwelling units. Another residential Develop is already proposed. (Congestion)
9. Stormwater system for project would divert runoff from existing road next to ditch which flows to Turnbull Creek, to stormwater ponds. (Stormwater and Flood protection)
10. There is no request of funding from the City of New Smyrna Beach, only a Resolution in support of the County's efforts and grant submittal

Findings:

Motion to approve Resolution No. 38-25.

Fiscal Analysis:

No cost to the City of New Smyrna Beach

Strategic Plan Item:

No

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

Attachments:

Res 38-25 Volusia County Grant to Widen Old Mission Rd.pdf

RESOLUTION NO. 38-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH ENCOURAGING THE COUNTY OF VOLUSIA TO SEEK GRANT FUNDING FOR THE WIDENING OF OLD MISSION ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Old Mission Road is currently a two-lane road in the City of New Smyrna Beach; and

WHEREAS, Old Mission Road experiences significant heavy traffic as a main throughfare and primary route between Edgewater and New Smyrna Beach; and

WHEREAS, Old Mission Road also serves as an access route serving New Smyrna Beach High School, New Smyrna Beach Middle School, and a satellite campus of Daytona State College South Campus; and

WHEREAS, the current two-lane configuration of Old Mission Road is insufficient to meet the demands of daily traffic volumes, particularly during peak hours associated with school operations; and

WHEREAS, the City encourages the County of Volusia to seek grant funding to widen Old Mission Road from two lanes to four lanes between Josephine Street and Park Avenue, as it is in the best interests of the citizens of the City and County.

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

SECTION 1: The City of New Smyrna Beach fully supports the proposed project to widen Old Mission Road from Josephine Street to Park Avenue, recognizing it as essential to public safety, access to education, and community growth.

SECTION 2: The City of New Smyrna Beach endorses any and all County applications for grant funding to finance planning, design, and construction of the road widening project.

SECTION 3: The City of New Smyrna Beach strongly encourages the County to seek multiple sources of grant funding for the Old Mission Road traffic improvement project.

SECTION 4: That this resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

Dated: October 22, 2025

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CONSIDER THE APPROVAL TO AWARD RFQ 15-25-HR, RETIREMENT PLAN ADMINISTRATION, TO EMPOWER RETIREMENT, LLC.

October 28, 2025

Background:

In November 2023, the City entered into a professional services agreement with SageView Advisory Group, LLC to serve as the investment advisor for the City's retirement plans. This partnership was established to ensure that employees are provided with high-quality retirement investment options, competitive fee structures, and comprehensive fiduciary oversight. SageView's scope of services includes conducting regular plan reviews and assessments, performing pricing analyses, implementing plan design improvements, developing the Investment Policy Statement (IPS), conducting due diligence on investment menus, providing employee education and investment advice, and assuming fiduciary liability for investment recommendations.

Since the inception of this partnership, SageView has completed a thorough evaluation of both current retirement plans and offered strategic recommendations to enhance plan performance. Their analysis focused on mutual fund selection, investment management fees, and administrative costs, with the goal of optimizing value for both the City and its employees.

To further improve retirement plan administration, the City issued Request for Qualifications (RFQ) 15-25-HR on June 2, 2025. This solicitation invited proposals from qualified firms to provide retirement plan administration services. In response, five proposals were received from the following firms:

- Corebridge Financial
- Empower Retirement, LLC
- Lincoln Financial Group
- MissionSquare Retirement
- Nationwide Retirement Solutions, Inc.

SageView Advisory Group provided benchmarking and cost analysis support during the evaluation process. A committee comprised of three City employees independently reviewed the proposals and convened on July 17, 2025, to discuss each submission. Based on the initial evaluation, the firms were ranked as follows:

- Empower Retirement, LLC 90.33
- Nationwide Retirement Solutions, Inc. 88.33
- MissionSquare Retirement 85.67
- Corebridge Financial 74.67
- Lincoln Financial Group 68.33

Recognizing a natural break in the scoring, the committee unanimously agreed to invite the top three firms—Empower Retirement, Nationwide Retirement Solutions, and MissionSquare Retirement—to participate in oral presentations. These presentations were held on August 5, 2025, and allowed each firm to elaborate on their proposals and respond to questions. Each firm was allotted 30 minutes for their presentation followed by a 15-minute Q&A session. Presentations were scored out of a maximum of 80 points, and additional references were requested during this phase, though not scored.

Following the presentations, the final rankings were:

- Empower Retirement, LLC 79.67
- Nationwide Retirement Solutions, Inc. 74.00
- MissionSquare Retirement 63.00

The oral presentations reinforced the committee's initial impressions. Empower Retirement, LLC demonstrated a comprehensive understanding of the City's retirement plan needs and a strong commitment to delivering high-quality services. Their proposal highlighted several strengths, including a 99% client retention rate, staff certified as Financial Planners and trained in government plans, personalized financial planning support for employees—including public safety personnel—and a proactive oversight methodology that emphasizes transparency and accuracy. Additionally, their user-friendly website offers dynamic reporting capabilities tailored to the City's requirements.

Based on their responsiveness, qualifications, and alignment with the City's objectives, Empower Retirement, LLC was determined to be the most responsible and responsive proposer. The evaluation committee unanimously recommends awarding the retirement plan administration contract to Empower Retirement, LLC, in the best interest of the City and its employees.

Findings:
In addition to the selection of a qualified retirement plan administrator, the City stands to benefit significantly from the consolidation of vendors. One of the most immediate advantages is a reduction in overall plan costs, which translates directly into savings for employees. By streamlining services under a single provider, employees will experience a more cohesive and user-friendly platform for managing their retirement accounts, enhancing both accessibility and engagement.

The move to a unified vendor also allows for the implementation of a single, diversified investment lineup. This simplifies decision-making for participants and ensures consistency in investment strategy and oversight. From an administrative standpoint, consolidating vendors will ease the burden on City staff by reducing complexity in plan management and improving operational efficiency. Furthermore, it strengthens the City's ability to meet its fiduciary obligations by centralizing accountability and oversight within one trusted provider.

Fiscal Analysis:
The recommended transition to a single retirement plan administrator will not result in any direct financial impact to the City. All associated costs are debited on a pro-rata basis from participant accounts, ensuring that the financial responsibility remains with the plan participants rather than the City itself.

Currently, employees incur a combined annual cost of $38,957 for recordkeeping services provided by MissionSquare and Nationwide. By consolidating these services under Empower Retirement, LLC, the new projected annual cost to employees will be reduced to $26,446. This change represents a total savings of $12,511 annually for plan participants, further reinforcing the value of vendor consolidation.

To ensure the most favorable terms, the City of New Smyrna Beach will collaborate with SageView Advisory Group to continue to negotiate recordkeeping costs. Additionally, any excess revenue generated from investments within the Plan will be allocated to an administrative credit account. This account will be used to offset the Service Provider's fees, thereby further reducing the financial burden on employees and enhancing the overall efficiency of plan administration.

Strategic Plan Item:
No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

7 Empower Presentation for City of NSB.pdf
1 RFQ 15-25-HR Retirement Plan Administration.pdf

2 Empower Proposal.pdf
3 MissionSquare Proposal.pdf
4 Nationwide Proposal.pdf
5 Evaluation Notes and Initial Ranking.pdf
6 Evaluation Report - Both Phases.pdf
City_of_New_Smyrna_Beach_Contract_Empower Signed_10.08.25.pdf
City of New Smyrna Beach Provider RFI Analysis.pdf



EMPOWER®

A CONVERSATION WITH THE CITY OF NEW SMYRNA BEACH

Agenda



Cameron Eck
Regional Sales Director



Che Bailey
Senior Relationship Manager

The Empower Difference

Service Excellence

Innovative Participant Experience

Seamless Plan Administration

Transition Process

FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY. RO3070885-0923



THE **EMPOWER** DIFFERENCE

Financial advice — when and how people need it

More people are looking for help:

41% of people are not confident they will have enough money to last their lifetime[1]

88% want a personalized financial plan[2]

91% want unbiased advice through their retirement plan[2]

67% **of plans offer advice and continues to grow[3]**

Empower offers fiduciary services for all participant engagement

- Retirement planning
- Rollover and distribution options
- Investment strategies
- Retirement income withdrawal strategies

1 EBRI Retirement Confidence Survey, 2023.
2 Empower, "Empowering America's Financial Journey™", 2023.
3 Empower Advisory Group, LLC data as of December 31, 2024.

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Advisory services are provided for a fee by Empower Advisory Group, LLC (EAG). EAG is a registered investment adviser with the Securities and Exchange Commission (SEC) and an indirect subsidiary of Empower Annuity Insurance Company of America. Registration does not imply a certain level of skill or training. Investing involves risk. Past performance is not indicative of future returns. You may lose money. Advisory fees are calculated based upon the amount of assets being managed (as detailed further in the Empower Advisory Group, LLC Form ADV).

Proven experience for government plans

$252
BILLION
in assets under administration[1]

Over 5K PLANS
and 4M+ public employees[1]

99%
client retention rate[1]

60+ years
of government experience

Retirement Readiness Review[2] that motivates positive action

Consistent, reliable personal service

Commitment to industry organizations

1 Data represents government book of business as of December 31, 2024.

2 The Retirement Readiness Review is provided by an Empower representative registered with Empower Financial Services, Inc. and may provide tailored retirement education and guidance at no additional cost to participants

3 National Association of Government Defined Contribution Administrators, Inc.

FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY. RO4326104-0425

World-class[1] plan sponsor service

We succeed because we know what matters to government clients

5-year average
Net Promoter Score

73

Net Promoter Score
Range[2] -100 to +100

99%

client retention rate[3]

92%

ease of doing business score[3]

97%

client service satisfaction score[3]



1 Net Promoter Score (NPS) measures customer experience. According to Bain & Co., the creator of the NPS, NPS above 20 is considered favorable, above 50 is excellent, and above 70 is world-class. NPS data as of April 30,2024.

2 All information from the NPS survey data for plans in the Government segments, provided as of April 30, 2024.

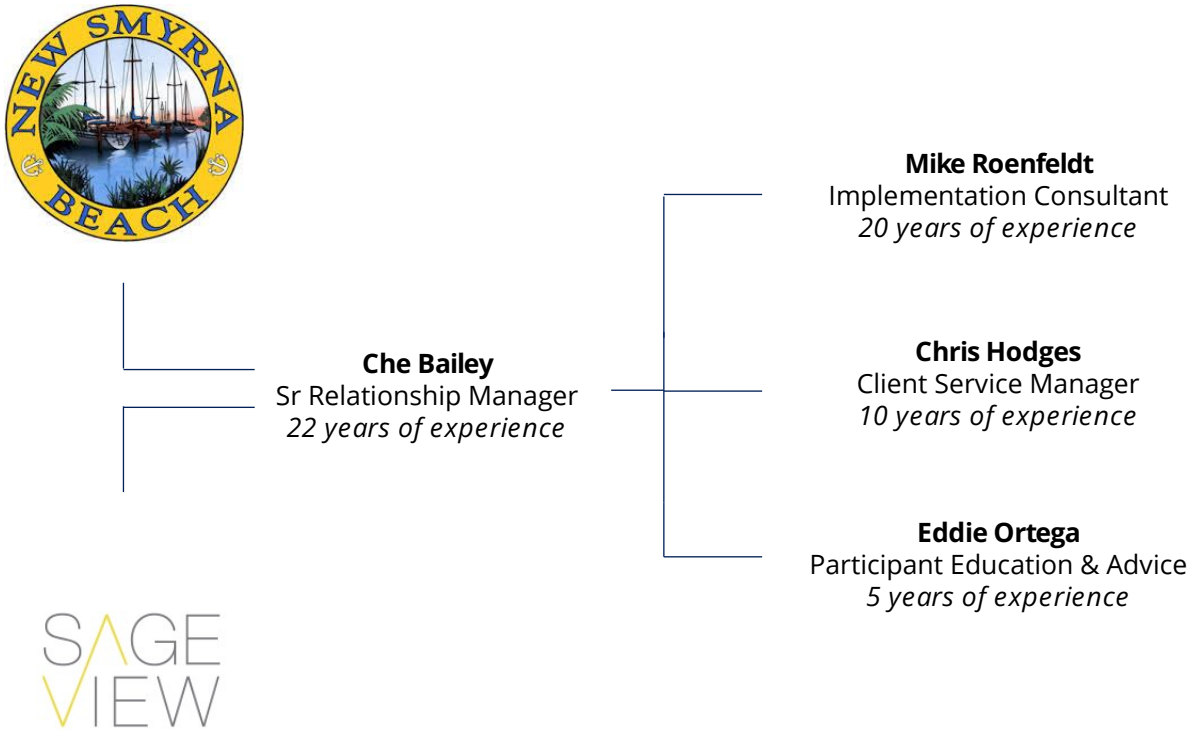
3 Empower data for Government clients, as of March 31, 2024.



YOUR **PLAN SPONSOR EXPERIENCE**

YOUR PLAN SPONSOR EXPERIENCE

Professionals dedicated to the success of your plan



- Extensive experience with plans like yours
- A collaborative partnership between the team and you

Marsh McLennan is not affiliated with Empower Retirement, LLC or its affiliates.
FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY.
RO1730039-0721

A proven process for investing in service



Help you assess benefit value

Partnering with your consultant

Regular investment reviews

Monitor all plan performance

Forward-looking Strategic Partnership Plan

annual plan review, including service levels

Understand your satisfaction

Recurring satisfaction surveys

Check-in calls from management

Provide plan management resources

Updates on security and technology trends

Extensive webcasts and videos

Improve your retirement benefit plans

Plan design optimization*

Innovation roadmap

Empower thought leadership

Drive participant behavior

Forward-looking annual education plan

Detailed engagement results

* Fees may apply.

FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY. RO3376550-0224



Comprehensive administrative outsourcing services

New hire services	Plan sponsor	Empower
Send initial data and updates	✓	
Add to recordkeeping		✓
Track eligibility		✓
Maintain data changes		✓
Eligibility services		
Send welcome package		✓
Handle all inquiries		✓
Enrollment education		✓
Maintain beneficiary designation		✓
Change, withdrawal, and loan services		
Maintain eligibility		✓
Handle contribution and investments changes		✓
Maintain hardship and loan documents		✓
Process tax withholding		✓
Send paperwork		✓
Process QDROs[1]		✓
Termination, retire, or death services		
Determine benefits		✓
Send distribution package, checks, and forms		✓
Explain options and tax rules		✓
Manage payments		✓

1 QDROs are processed by QDRO consultants contracted separately with clients to qualify domestic relations orders (DROs) based on established terms and fees. The outsourcing includes the assumption of risk, complete review of DROs, and the determination regarding the qualified status.

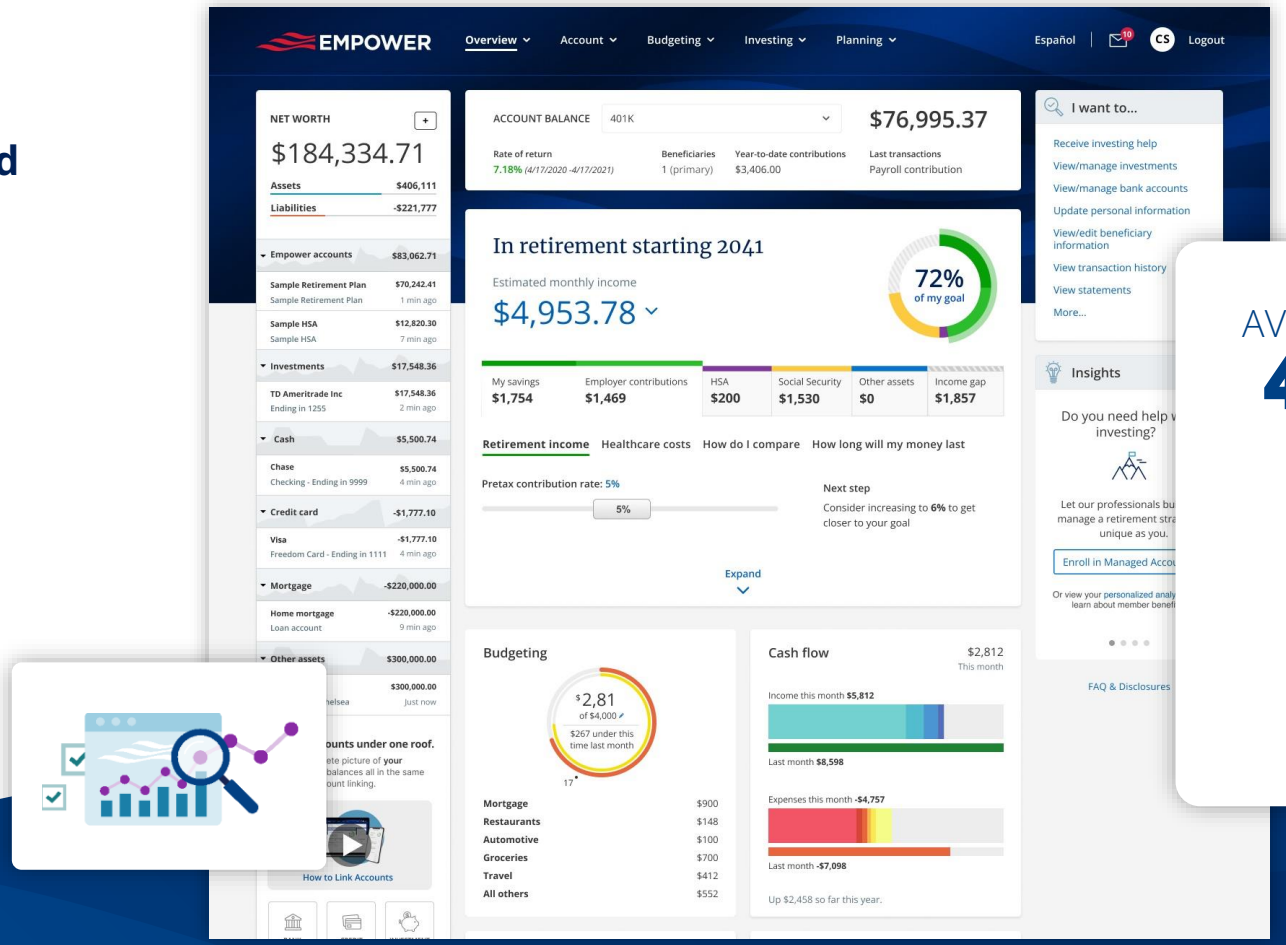


FINANCIAL WELLNESS AND **PARTICIPANT ENGAGEMENT**

An award-winning experience that is continually enhanced

"Best of both budgeting and investment management"
CNBC, April, 2024[1]

"Best financial overview"
Newsweek, May, 2024[2]



AVERAGE APP RATING
4.8 out of 5

Download on the App Store

Available on iOS® and Android™

1 CNBC, "Empower budgeting app review 2024," April 22, 2024.

2 Newsweek, May 1, 2024.

3 App Store® from Apple® ratings and reviews as of February 1, 2025.

FOR ILLUSTRATIVE PURPOSES ONLY.

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Personalized advice from an Empower Retirement Plan Advisor

72%

of participants take a diversification action[1]

94%

of participants rated their interaction as excellent or highly effective[1]



- **Setting the agenda for the meeting**
- **Account review and goal setting**
- **Retirement assessment**
- **Review analysis, fiduciary advice and next steps**

1 Empower Workplace Planning and Advice data as of December 31, 2024.



MAKING A **SMOOTH TRANSITION**

Conversion experience and expertise

Expertise

342
government plans converted in 2024[1]

153
plans[2] from Nationwide in 2024

57
plans[2] from MissionSquare[3] in 2024

Commitment to Service

10
out of 10 post conversion survey[4]

9.7
out of 10 payroll concierge survey score[1]

Project Timeline



Month 1 — Planning and Discovery



Month 2-3 — Implementation and Testing



Month 4 — Conversion and Live



Month 4-6 — First Occurrences and Transition

1 Empower data as of December 31, 2024.
2 Empower data as of December 31,2024.
3 Prior Recordkeeper is not affiliated with Empower Retirement, LLC and its affiliates.
4 Empower data as of December 31, 2024 based on conversion client surveys from your assigned implementation consultant, David Perry.



PRICING AND **INVESTMENTS**



Fee scenario

	PER PARTICIPANT*	SERVICES INCLUDED
SCENARIO 1 Complete Open Architecture	**14 basis points**	• Implementation included • Quarterly education meetings (2 days/quarter) • Annual ongoing recordkeeping • Trustee services via Empower Trust Company, LLC • Compliance and reporting services • 5-year crawl on Nationwide Fixed Account

	PER PARTICIPANT*
SCENARIO 2 Utilizing Empower GIF (net crediting rate of 3.35%)	**5 basis points**

* Participant with a balance.
ERISA spending account – A portion of shareholder servicing fees may go into an ERISA spending account. These funds can be used to pay appropriate plan-related expenses, and certain unused funds may be allocated to participant accounts.

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

https://www.cityofnsb.com/

RFQ 15-25-HR

RETIREMENT PLAN ADMINISTRATION

RELEASE DATE: June 2, 2025
DEADLINE FOR QUESTIONS: June 13, 2025
RESPONSE DEADLINE: July 2, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFQ 15-25-HR

Retirement Plan Administration

I. Public Notice .....
II. Introduction .....
III. Description of Services .....
IV. Minimum Qualifications .....
V. General Information .....
VI. Criteria and Submittal Requirements.....
VII. Insurance Requirements .....
VIII. Terms and Conditions .....
IX. Required Responses.....

Attachments:

A - Public Records
B - Draft Contract
C - City Required Forms
D - City of New Smyrna Beach RFI - Tab1 & Tab 2 Questionnaire
E - Nationwide 457(b) Adoption Agreement
F - MissionSquare 401(a) Adoption Agreement 2025
G - Secure Election Form
H - Nationwide 457(b) Plan Assets
I - MSQ 401(a) Plan Assets.pdf
J - MSQ 457(b) Plan Assets.pdf

I. Public Notice

15-25-HR, Retirement Plan Administration

The City of New Smyrna Beach is soliciting proposals from qualified firms to provide retirement plan administration to their 457(b) Deferred Compensation and 401(a) Governmental Money Purchase retirements plans.

As the City's Retirement Plan Investment Advisor, SageView Advisory Group, LLC, is assisting the City with oversight of the Plans' costs and benchmarking services.

Solicitation Documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb. All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Daytona News Journal, Monday, June 2, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach is seeking sealed qualifications from qualified and licensed contractors to provide Retirement Plan Administration services.

SageView Advisory Group is assisting the City of New Smyrna Beach with the solicitation process. All questions must be submitted through the OpenGov procurement site. Proposing Firms are prohibited from contacting anyone at the City of New Smyrna Beach, other than the procurement contact.

Expiration of the term of the contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City.

If made, the recommendation of award will be made to the best overall provider whose proposal is most advantageous to the city, taking into consideration the evaluation factors set forth in this document.

Resulting contracts will be for an initial term of five (5) years. The City reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.

The recommended Provider will be expected to execute an agreement (a draft agreement is provided in the Attachment Section of this document) and provide the required insurance certificates with endorsements under the agreement. If awarded, a contract to provide these services shall be effective on the date it is approved by the City of New Smyrna Beach City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

Proposers shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a proposal. There shall be no exceptions to either the scope of services or the terms of the agreement.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The city was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the city is composed of an elected five-member City Commission consisting of a mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent

Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFQ Notice	June 2, 2025
Deadline for Written Questions	June 13, 2025, 5:00pm
Proposal Submission Deadline	July 2, 2025, 5:00pm
Opening of Submittals	July 3, 2025, 9:00am Microsoft Teams Meeting, (audio only) Dial by Phone: 786-636-1338 Phone Conference ID: 337 372 730# Note: A link to join the meeting is posted on the city website, under the Finance Department, then bids
Scoring of Proposals	July 17, 2025, 9:00am Microsoft Teams Meeting, (audio only) Dial by Phone: 786-636-1338 Phone Conference ID: 958 471 338# Note: A link to join the meeting is posted on the city website, under Finance, then bids
Presentations (If Applicable)	July 28, 2025, 9:00am
Recommendation of award to City Commission	August 26, 2025

III. Description of Services

III.A Overview

The City of New Smyrna Beach is soliciting proposals from qualified firms to provide retirement plan administration to their 457(b) Deferred Compensation and 401(a) Governmental Money Purchase retirements plans.

The primary goal is to identify and select a single, qualified recordkeeper to provide comprehensive, cost-effective, and compliant administration of the City's retirement plans. The selected provider will be responsible for delivering accurate recordkeeping, regulatory compliance, participant education, robust technology, and responsive service tailored to the needs of public-sector employees and the plan sponsor. The objective is to enhance plan efficiency, improve participant engagement and retirement readiness, and ensure the long-term operational efficiency of the plan.

The City of New Smyrna Beach, Florida has 350 employees. All full-time and part-time employees are permitted to participate in the 457(b) Plan. For eligible participants, the City matches up to 2% of the employees' contributions. Both Pre-Tax and Roth contributions are permitted. General full-time employees (all employees excluding the fire and police department employees) are eligible for the 401(a) plan, which has an 8% non-elective contribution, and a 5-year graded vesting schedule applies, with an exception of a class of employees with immediate vesting. The City's payroll is done in house, using Munis/Tyler.

III.B Scope of Services

The selected recordkeeper will provide full-service recordkeeping, administration, and participant support for the City of New Smyrna Beach non-ERISA governmental 457(b) deferred compensation plan and 401(a) Money Purchase Plan. The scope of services includes but is not limited to the following:

- Plan Recordkeeping & Administration
- Compliance & Regulatory Support
- Participant Services & Education
- Plan Sponsor Services
- Investment Platform & Oversight
- Conversion & Implementation Services
- Cybersecurity & Data Protection

III.C Plan Details

Plan Details are provided below.

Investment menu and assets for each Plan is provided as an attachment, as well as the Adoption Agreements for each Plan.

	Nationwide 457(b) Plan	MissionSquare 457(b) Plan	MissionSquare 401(a) Plan
Assets	$3,034,804.49	$7,146,513	$8,708,841
Fixed Account Assets (MVA)	$860,300	N/A	N/A
Stable Value Assets (12 month put)	N/A	$1,482,778.00	$906,566
Total Participants	72	184	294
Active Participants (Contributing)	44	112	187
Terminated Participants	27	62	106
2024 Plan Year Contributions	$252,469	$932,048.61	$1,230,823
2024 Plan Year Distributions	$391,740	$261,559	$104,903
YTD Contributions	$80,586	$302,227.02	$291,711
YTD Distributions	$24,000	$108,867	145,000
Outstanding Loans	$26,121.12 (6 loans; payroll deduction)	$36,124 (9 loans; payroll deduction)	N/A
Managed Account Assets	$1,346,972	$572,114	$783,000
Managed Account Participants	30	13	8
Default Fund	Nationwide Destination Target Date Funds	MissionSquare Retirement R10 Target Date Fund	MissionSquare Retirement R10 Target Date Fund

IV. Minimum Qualifications

IV.A Minimum Qualifications

In order to qualify to submit a proposal, the administrator needs to meet the following criteria:

- Must have been provided recordkeeping / administration services to deferred compensation plans, sponsored by governmental entities, for a minimum of ten years.
- Must provide recordkeeping / administration to a minimum of two hundred 457 plans.
- Must provide recordkeeping / administration to a minimum of one million participants, enrolled in defined contribution retirement plans, on your recordkeeping system.
- Must be able to support an open architecture investment platform with no proprietary investment requirements.
- Registered through the Florida Division of Corporation (Sunbiz) with an "Active" Status.

V. General Information

V.A Ambiguity, Conflict, or Other Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

V.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

V.C Assignment

The Proposer shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

V.D Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

V.E City's Rights to Accept or Reject Proposals

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all proposals, to waive any irregularities, or to accept a proposal which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting proposals.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

V.F Collusion Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation submitting and making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

V.G Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your electronic submission.

By submitting a response, the Proposer certifies that the Proposer has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

V.H Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

V.I Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

V.J Contract

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the proposer.

The successful Proposer shall execute and return the agreement to the City, within fourteen (14) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as

outlined in this solicitation document. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Proposer.

Failure on the part of the successful Propose to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Proposer shall forfeit the security bond guarantee to the City in the manner previously described herein.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

Contract Negotiations: The City will attempt to negotiate an agreement with the top ranked firm(s) or individual which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein.

Contract Term: Contract period is five (5) years

V.K Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By submission of a proposal, the Proposer agrees that any and all costs associated with the preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

V.L Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

V.M Due Date

Electronic proposals shall be received prior to 5:00 pm on Wednesday, July 2, 2025 via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding proposers for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during the submission of a proposal.

Received proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Proposer or the Proposer's agent to submit responses in a timely manner. Proposals by email, telephone or fax shall be rejected as non-responsive.

V.N Evaluation of Submittals

The City's Retirement Plan Investment Advisor, SageView Advisory Group, LLC, is assisting the City with the evaluation and will provide staff with comments and analysis of the received proposals based on the criteria set forth in this document.

Presentations or demonstrations may be scheduled for the top-ranked proposer(s). If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the city will be the deciding factor on how to move forward.

A submission of a proposal to the City, or a receipt of a proposal by the City, offers no rights upon the consultant nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

V.O Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

V.P Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

V.Q Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

V.R Human Trafficking

Compliant with Florida Statures, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

V.S Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any proposer receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded proposer to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

V.T Inquiries

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or City representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected City officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Friday, June 13, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Proposers are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted proposal.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

V.U Joint Ventures

Proposers that are intending to submit a proposal as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a proposal. Please refer to Section 489.119 Florida Statutes.

Joint venture proposers must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

V.V Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

V.W Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

V.X Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded proposer(s) shall hold and save the City of New Smyrna Beach, its

officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The proposer shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the proposer r's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

V.Y Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

V.Z On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that proposer register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

V.AA Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

V.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

V.CC Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

V.DD Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or proposer for cause.

V.EE Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this solicitation, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

V.FF Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to a submitted proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from proposers in response to this solicitation will become the property of the City of New Smyrna Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

V.GG Protest Procedures

A. Proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City’s decision regarding award of the solicitation. For full protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach’s purchasing policy.

V.HH Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, “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 ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

V.II Public Records

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

V.JJ Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

V.KK Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible proposers for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

V.LL Single Proposal

Each proposer must submit, with their proposal, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other proposer submitting under the same solicitation.

The received proposals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

V.MM State Registration Requirements

Proposers submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

V.NN Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

V.OO Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

VI. Criteria and Submittal Requirements

Firms submitting a response shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VI.A Evaluation Committee and Evaluation Factors

Proposals shall be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Points
Questionnaire, Tab 1 Project Approach and Management	30
Questionnaire, Tab 1, Pricing	30
Questionnaire, Tab 2 Experience and Qualifications	20
References	20
Total	100

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations. The evaluation criteria may be modified for the oral presentation portion of the evaluation. The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

VI.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.C Introduction and Executive Summary

At a minimum shall include:

An introduction and executive summary of not more than three (3) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's experience and qualifications as to why their firm shall be selected as one of the City's Professional Planning Consultants.

Executive summary shall be signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

VI.D Questionnaire, Tab 1 Project Approach and Management

Evaluated based on information provided in the Provider Questionnaire spreadsheet requesting general information about the services requested as well as the service team that would potentially work with the City.

VI.E Questionnaire, Tab 1, Pricing

Submittals shall include a detailed list of professional hourly rates, fees schedule, and any reimbursable items such as additional copies, postage, etc. The City shall only be billed for reimbursable items with prior approval of the Designated Representative. Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

Compensation to the Consultant for the services performed shall be as set forth on city issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

VI.F Questionnaire, Tab 2 Experience and Qualifications

Experience based on information shared on Defined Contribution/Deferred Compensation ("DC") Plan Information questionnaire spreadsheet.

This information provides an overview of the firm's experience with defined contribution plans, deferred compensation plans and clients similar to the City of New Smyrna Beach.

VI.G References

At a minimum, submittals shall include three (3) references in total from current clients that have contracted with the respondent to perform a scope of work described herein. References shall be within the last five years of the project being completed or in process. Information shall include client name, point of contact information, date(s) of service, and plan size.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

VI.H Complete Copy of Submittal

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

VII. Insurance Requirements

VII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
2. $500,000 Each Accident
3. $500,000 Disease Each Employee
4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

1. $1,000,000 Bodily Injury & Property Damage-each occurrence
2. $2,000,000 Personal & Advertising Injury-each occurrence
3. $2,000,000 General Aggregate
4. $2,000,000 Products/Completed Operations Aggregates limit
5. $ 5,000 Medical Payments
6. $ 100,000 Fire Damage Legal Liability
7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder.

E. **Cyber Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for data breaches and other cyber events.

F**. Fiduciary Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000.

Certificate Holder:

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

VII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII. Terms and Conditions

VIII.A Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the solicitation award. The agreement may not be amended, and any exceptions noted by the proposer to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VIII.B Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

IX. Required Responses

IX.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

IX.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

IX.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required

IX.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required

IX.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the city adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

IX.F Professional Services Agreement*

Proposer acknowledges, that the selected Provider shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

IX.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

IX.H Conflict of Interest Disclosure*

PROJECT NUMBER: 15-25-HR - Retirement Plan Administration

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

IX.I Introduction and Executive Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary. Three (3) page limit.

*Response required

IX.J Questionnaire, Tab 1, Project Approach & Management *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Questionnaire, Tab 1, Project Approach & Management

*Response required

IX.K Questionnaire, Tab 1, Pricing

Provide the pricing of Tab 1 of the Questionnaire provided in the Attachment Section of this document.

The pricing must be based on an open architecture investment platform. No mapping assumptions should be made. An alternative pricing proposal may be provided based on consideration of proprietary investments (i.e. target date funds, stable value fund, managed accounts, etc.). If a stable value fund is being proposed, please include a fact sheet.

IX.L Questionnaire, Tab 2 Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Questionnaire, Tab 2 Experience and Qualifications

*Response required

IX.M References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References.

At a minimum, submittals shall include three (3) references in total from current clients that have contracted with the respondent to perform a scope of work described herein. References shall be within the last five years of the project being completed or in process. Information shall include client name, point of contact information, date(s) of service, and plan size.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

*Response required

IX.N City Required Forms*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

*Response required

IX.O Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal. Including cover page, evaluation criteria, and completed city required forms.

Proposal must be in a professional format and signed by an authorized officer of your organization.

Do not include a copy of this solicitation document.

*Response required

City of New Smyrna Beach and Empower: Building a Partnership

As the team at City of New Smyrna Beach considers the future of your retirement program, please consider the many ways a partnership with Empower can benefit the city and all your employees.

Our mission is simple: We want to empower financial freedom for all — with a vision to transform financial lives through advice, people, and technology. Leveraging our scale and resources to improve our clients' plans and help employees get the results they deserve is at the center of everything we do.

As one of the nation's foremost retirement plan providers, serving approximately 19.3 million participants[1], we have the expertise and capacity to address your needs and those of your employees. Our experience serving more than 5,300 plans and approximately $252 billion in assets[2] within the government sector has given us a unique perspective on providing exceptional service specific to the nuances of government retirement programs while helping you get the results you deserve. It would be our privilege to partner with City of New Smyrna Beach and help your employees pursue their financial goals with confidence.

We are committed to the retirement business, and this enables Empower to commit to your needs for the long term. As a leading provider to government 457 plan assets, we understand that each client and each retirement program are unique. We will tailor our strategy for the City of New Smyrna Beach and include the following key features.

- You receive ***consistent and reliable personal service***. Your Empower service team is trained and experienced in the public sector and will grow to understand your unique needs and preferences supported by our proprietary recordkeeping system, state-of-the-art tools and retirement-first focus to provide results for you and your employees.
- Your participants receive a ***participant experience focused on results*** with the resources, tools and personalization to receive a comprehensive savings experience at the level of detail and complexity that suits each participant's individual goals.
- We provide ***participant-level fiduciary advice*** when people want it, via the channels they prefer, tailored to their needs and delivered by Empower including through your local retirement plan advisor.
- Our ***plan sponsor experience*** helps alleviate your administrative burden and improve results through an intuitive dashboard, plan insights and a data library with underlying data visualizations that provide simplified access to key performance indicators.

The Empower Difference

We understand that City of New Smyrna Beach's needs are unique — and we can offer unique solutions to meet them. We believe a partnership with Empower can benefit the City of New Smyrna Beach above and beyond what other providers offer in the following ways:

- We have extensive experience serving organizations of a similar size and scope to City of New Smyrna Beach. We understand that your employees have diverse communication needs and preferences. We have the knowledge and experience to engage them based on their individual needs for when and how they prefer.

1 As of March 31, 2025. Information refers to all retirement business of Empower Annuity Insurance Company of America (EAICA) and its subsidiaries, including Empower Retirement, LLC; Empower Life & Annuity Insurance Company of New York (ELAINY); and Empower Annuity Insurance Company (EAIC), marketed under the Empower brand.
2 As of March 31, 2025.

- Empower offers one of the most extensive selections of stable value products in the market — designed to meet the diverse needs of retirement plan investors. Our stable value solutions provide flexible investment options, competitive crediting rates across market environments, guarantees backed by strong financial strength, and the scale and experience of a provider managing more than $200 billion[3] in stable value assets.
- It's important to provide plan sponsors, intermediaries, and advisors choice when it comes to retirement income solutions. Into 2025, we will continue to introduce new non-proprietary guaranteed retirement income products. These investments will be available through our managed accounts program, My Total Retirement™, or as a core investment option.

World-Class Plan Sponsor Support

At Empower, our people set us apart. We're proud to maintain a 99% client retention rate among our government clients,[4] and we've achieved a 5-year average Net Promoter Score of 73[5] – where scores above 50 are excellent and above 70 are world class.

Our plan sponsor experience provides cutting-edge tools designed to help improve plan results and simplify day-to-day administration. Empower uses a server-based recordkeeping platform developed and maintained to adapt to your evolving needs, swiftly respond to your requests, and provide enhancements quickly and effectively.

We also continuously invest in protecting our clients' accounts and information. Our security controls are routinely evaluated with SOC 2 Type II audits by independent auditors, which are considered the gold standard in security auditing for financial organizations.

Finally, we not only stand behind the security of customer accounts, we guarantee it. Through the **Empower Security Guarantee**,[6] we affirm our promise to restore account losses caused by unauthorized transactions that occur through no fault of the account holder.

Our Commitment to City of New Smyrna Beach

We understand that City of New Smyrna Beach is looking for more than just a retirement plan provider — you're seeking a true partner who shares your values and is invested in your long-term success. Your employees rely on the benefits you offer to support their financial, physical, and emotional well-being. That is a responsibility we deeply respect.

Our commitment is to deliver an experience that reflects your goals and meets your people where they are. We will take the time to understand your organization, your challenges, and the outcomes that matter most — and we will work alongside you to build a benefits strategy that helps your employees thrive.

We're honored to be considered in your search for retirement plan services. We look forward to the opportunity to earn your trust and contribute to a partnership that is built on service, shared purpose, and lasting impact.

3 As of March 31, 2025
4 Empower data as of December 31, 2024.
5 NPS® (NPS) measures customer experience. According to Bain & Company, the creator of NPS. Government market NPS survey data provided as of the 5-year period, ending April 30, 2024. https://www.questionpro.com/blog/nps-considered-good-net-promoter-score/
6 For more information regarding account security and the Security Guarantee's conditions, visit empower.com and click on Security Center at the bottom of the page.

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Retirement Plan Administration**

Project ID: **RFQ 15-25-HR**

Company Name: Empower Retirement, LLC

Print Authorized Officer Name & Title: Marybeth Daubenspeck, Vice President Government Markets

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓

City of New Smyrna Beach

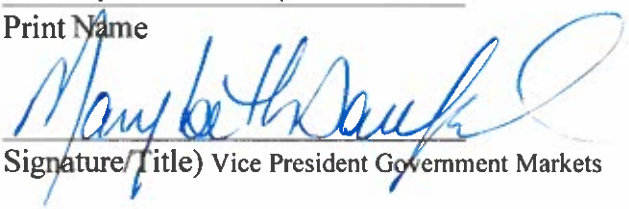
RFQ 15-25-HR, Retirement Plan Administration

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Marybeth Daubenspeck	Vice President Government Markets	303-737-5261

Marybeth Daubenspeck
Print Name



Signature/Title) Vice President Government Markets

Empower Retirement, LLC
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship ✓ ___ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: Colorado_____

Federal I.D. or Social Security number is: 84-1233483_____

VENDOR INFORMATION

BID #:	RFQ 15-25-HR
BID TITLE:	Retirement Plan Administration

Respondent Information	
Company Name: Empower Retirement, LLC	Federal Employer Identification Number or SS Number: 84-1233483 DUN Number: Not available
Mailing Address 8515 East Orchard Road	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Greenwood Village, Colorado 80111	Incorporated in the State of: Colorado
Corporate Address: 8515 East Orchard Road	What kind of business: For Profit
	Is Firm in good standing: Yes
City, State, Zip Code Greenwood Village, Colorado 80111	Authorized to transact business in Florida Yes
Telephone No. 877-630-4015	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Edmund F. Murphy III_____	Vice President: Marybeth Daubenspeck_____
Secretary: Ryan Logsdon_____	Treasurer: Andra Bolotin_____
Other: _____	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.

Marybeth Daubenspeck

Authorized Signature

Marybeth Daubenspeck
Printed Name

Title: Vice President Government Markets

Date: June 30, 2025

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: July 2, 2025

VENDOR NAME: Empower Retirement, LLC

VENDOR DBA: Empower

PRODUCT/SERVICE PROVIDED: 401(A) and 457(b) Recordkeeping

DEPARTMENT:

PREPARED BY: Cameron Eck

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
8515 East Orchard Road	8515 East Orchard Road	8515 East Orchard Road
ADDRESS	ADDRESS	ADDRESS
Greenwood Village, Colorado	Greenwood Village, Colorado	Greenwood Village, Colorado
CITY/STATE	CITY/STATE	CITY/STATE
80111	80111	80111
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Cameron Eck

E-MAIL: Cameron.eck@empower.com

OFFICE PHONE: 781-223-6104

FAX:

MOBILE PHONE:

FEDERAL TAX ID#: 84-1233483

DUNS Number:
N/A

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Empower Retirement, LLC

Business name, if different from above

Check appropriate box: D Individual/Sole proprietor D Corporation ✓ Partnership
D Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
D Other (see instructions) ▶

D Exempt payee

Address (number, street, and apt. or suite no.)
8515 East Orchard Road

Requester's name and address (optional)

City, state, and ZIP code
Greenwood Village, Colorado 80111-5002

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :
Or
84-1233483
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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.

Empower Retirement, LLC, Marybeth Daubenspeck
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Vice President Government Markets
OFFICER TITLE

June 30, 2025
DATE

END OF SECTION

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.

Authorized Signature and Title

Date: June 30, 2025

Marybeth Daubenspeck Vice President Government Markets

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 ✓____

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 ✓____

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 ✓____

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 # _____ described as:

_____.

Empower Retirement, LLC — Firm

June 30, 2025 — Date

Authorized Signature and Title

Marybeth Daubenspeck Vice President Government Markets — 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: June 30, 2025

Authorized Signature

Marybeth Daubenspeck Vice President Government Markets

Print Name and Title

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

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 Marybeth Daubenspeck Vice President Government Markets
(Print Individual's Name and Title)
for Empower Retirement, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is Recordkeeping

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-1233483

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.

Marybeth Daubenspeck
(Signature)

Sworn and subscribed before me this thirtieth 30 day of June, 2025 Personally known Marybeth Daubenspeck, Vice President Government Markets OR produced identification _____
(Type of Identification)

Deidre A. Dunlap
(Notary)
Notary Public State of Colorado
My commission expires: July 10, 2026

DEIDRE A DUNLAP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19874053982
MY COMMISSION EXPIRES JUL 10, 2026

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Colorado

County of Arapahoe

Marybeth Daubenspeck, being first duly sworn, deposes and says that:

~~He~~/She is Vice President Government Markets of Empower Retirement, 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

Vice President Government Markets
Title

Subscribed and sworn to before me this 30th day of June, 2025.

Notary Public
Title

DEIDRE A DUNLAP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19874053982
MY COMMISSION EXPIRES JUL 10, 2026

My Commission Expires: July 10, 2026

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: _____

Consultant E-Verify Registration Number: _____

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: Marybeth Daubenspeck

Print Name: Marybeth Daubenspeck

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

30th Day of June, 2025. She/~~He~~ is personally known to me or has produced _____ As identification.

Deidre A. Dunlap

Notary Public

DEIDRE A DUNLAP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19874053982
MY COMMISSION EXPIRES JUL 10, 2026

My commission expires: July 10, 2026

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyma Beach_ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Empower Retirement, LLC

Authorized Signature: _____ Date: June 30, 2025

Printed Name: Marybeth Daubenspeck

Title: Vice President Government Markets

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of June, 2025, by Marybeth Daubenspeck, as Vice President Government Markets on behalf of Empower Retirement, LLC the company/corporation. They ☑ are personally known to me Or ☐ have produced _____ as identification.

DEIDRE A DUNLAP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19874053982
MY COMMISSION EXPIRES JUL 10, 2026

Signature of Notary Public

Name of Notary: Deidre A. Dunlap
Typed, Printed or Stamped
My Commission Expires: July 10, 2026

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyma Beach

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

1. I am the Vice President Government Markets of Empower Retirement, LLC with a local office in Greenwood Village, CO (City & State) and principal office in Greenwood Village, CO (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 15-25-HR, Retirement Plan Administration.**
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.

Marybeth Daubenspeck
Typed Name

Marybeth Daubenspeck
Signed

Vice President Government Markets
Title

June 30, 2025
Dated

Sworn to and subscribed before me this 30 day of June 2025.

Personally known ✓ OR produced identification ____. Identification type:

State of Colorado County of Arapahoe

Notary Public: Deidre A. Dunlap

Printed, typed, or stamped commissioned name of notary public

My commission expires: July 10, 2026

DEIDRE A DUNLAP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19874053982
MY COMMISSION EXPIRES JUL 10, 2026

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☑ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	Colorado	
Principal Place of Business (Enter Address)	8515 East Orchard Road Greenwood Village, Colorado 80111-5002	
Federal I.D. Number	84-1233483	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Empower Retirement, LLC

Mailing Address: 8515 East Orchard Road, Greenwood Village, Colorado 80111

Telephone Number: 877-630-4015 Fax Number: _____ E-mail Address: _____

Marybeth Daubenspeck — Authorized Signature

Marybeth Daubenspeck — Printed Name

84-1233483 — FEIN

Vice President Government Markets — Title

June 30, 2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Empower Retirement, LLC

FEIN: 84-1233483

Authorized Representative Name and Title: Marybeth Daubenspeck Vice President Government Markets
Address: 8515 East Orchard Road City: Greenwood Village State: Colorado Zip: 80111
Phone Number: 303-737-5261 Email Address: Marybeth.Daubenspeck@empower.com

Certified By: Marybeth Daubenspeck Vice President Government Markets
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Marybeth Daubenspeck

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ADDENDUM 1
RFQ 15-25-HR: RETIREMENT PLAN ADMINISTRATION
June 2, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFQ 15-25-HR, Retirement Plan Administration,** issued June 2, 2025.

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.

Questions/Answers:

1. **Question:** Please confirm the Questionnaire that needs to be completed for the RFQ. The Excel questionnaire provided does not show two tabs: Tab1 - Project Approach and Management, Pricing or Tab 2 - Experience and Qualifications.

   Answer: Attachment D has been revised to include both Tabs 1 & 2.

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): Marybeth Daubenspeck Proposer Signature: Marybeth Daubenspeck

Empower Retirement, LLC

Firm Name (Please Print)

City of New Smyma Beach

		PROVIDER RESPONSE	
GENERAL INFORMATION			
1	Provide the contact information for the individual responsible for this project. Please include their name, email and phone number.	Name: E-mail: Phone Number:	
		Comments:	Name: Cam Eck E-mail: cameron.eck@empower.com Phone Number: 781-223-6104
2	INCUMBENT(S) ONLY: If your firm is an incumbent provider today, aside from fees / fee structure, summarize any changes your firm is proposing (if any) as a result of this project, discussing the current product / service and the proposed product / service (e.g., change in recordkeeping platform or investment product, changes to service model or service team members, changes to education / participant engagement strategy, etc.) If your firm is not an incumbent, respond N/A.	N/A	
		Comments:	Empower is not the incumbent.
3	In order to get a picture of your Defined Contribution ("DC") book of business, please complete Worksheet A (DC Plan Information).	Response in Worksheet	
		Comments:	Completed
4	Is your firm proposing a white-labeled recordkeeping / administration solution that looks and feels like your firm, but is actually a third-party? If yes, provide details in the comments section of this response, and respond to questions in this project for the third-party for services their firm will be handling.	No	
		Comments:	Our recordkeeping platform is an internally developed client-server application that runs on a distributed systems platform that's developed and maintained by Empower.
5	Does your firm or employees of your firm have any potential conflicts of interest or have any personal or business relationships (formal or informal) with the client or its employees, or do you owe any fiduciary duty of loyalty to the client or its employees (beyond those related to the administration of the retirement plan if your firm is the incumbent administrator)? If yes, provide details.	No	

		Comments:	Per our Code of Conduct, associates must avoid all situations where they could have to choose between their personal interests and the interests of the company and our stakeholders. Associates must proactively disclose all potential or actual conflicts of interest, including gifts and entertainment, outside business activities, family members working with or for Empower, family members working for competitors or suppliers, as well as any changes to activities or relationships. Associates are instructed to speak to their leader, human resources, or compliance if a conflict of interest arises.
6	What type of investment platform (product) is your firm proposing in response to this project? Do not propose multiple platforms and only propose a Group Annuity platform if your firm does not have the ability to propose an NAV platform. Please ensure that all responses in this project (including fees) align with your NAV platform.	Net Asset Value (NAV)	
		Comments:	Our recordkeeping platform values accounts daily based on the current day's unit or share values. Unit values are determined using the underlying market values of securities, including any capital gains, accrued interest and dividends earned. For fixed-income investments, the interest rate declared for a specific period is credited daily.

7	Summarize the service team structure you would propose to work with the Plan Sponsor. We're not looking for specific names of individuals as they often change between now and finalist presentations, however, in your response, be sure to identify which roles are assigned / dedicated (i.e., a Relationship or Account Manager) versus those that are a resource the Plan Sponsor can utilize. Please keep responses to 350 words or less.	Empower utilizes a team approach to managing retirement plans. All associates devote their time as needed during the different phases of the plan—as much as 100% of their time. This approach to case management has resulted in an exemplary level of service for our clients, allowing our representatives to provide effective local services, program design, case management and administrative service functions. Your relationship manager is your primary contact who is responsible for your overall satisfaction with your plan and partnership with Empower. Your relationship manager is responsible for: • Developing your extensive annual business plan that details measurable goals and delineates specific service, education, and compliance initiatives • Handling communication and marketing • Identifying opportunities for growth • Client satisfaction and retention Your relationship manager will meet with you at least annually to discus a business plan status report and investment reporting. Client service managers are your day-to-day contact for administrative questions and will help implement service enhancements and new plan features. The client service manager coordinates with field staff and other functional areas to help facilitate any plan initiatives related to administration or operations. Your designated service team is involved with the implementation, which helps ensure a smooth hand-off once the transition is complete.
		Comments:
8	Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Retirement plan advisors provide education and counseling for plan participants from enrollment through retirement. Working with you and your Empower service team, retirement plan advisors provide in-person or virtual presentations and/or seminars specific to the objectives of the plan. Sessions can, at your discretion, be in the form of group meetings, benefits fairs, webinars, or one-on-one discussions. In general, our retirement plan advisors are seasoned communicators with the training and knowledge to provide a valuable consultative experience for your employees. **Compensation** Our field representatives' compensation is based on market-standard data, which varies by location for similar roles within the industry. Empower representatives do not receive commissions. In addition to an annual salary, Empower representatives may qualify for performance bonuses tied to specific targets aimed at encouraging excellent service and supporting the broader growth of your plan.
		Comments:

9	Regarding participant notices, briefly (in 350 words or less) describe: - which participant notices will be distributed during the conversion process - which participant notices will be distributed ongoing - confirm whether the SOX notice will be distributed to all plan participants.	Response in comments	
		Comments:	Transition notices: • Blackout notice • Initial qualified default investment alternative (QDIA) notice • Initial fee disclosure • Summary plan description (SPD) Ongoing notices: • Safe harbor notice • QDIA • Automatic enrollment provisions (automatic contribution arrangement (ACA), eligible automatic contribution arrangement (EACA), qualified automatic contribution arrangement (QACA) • 404a-5 participant fee disclosure • SPD or summary annual report (SAR) • Participant statements • Investment change (fund change) SOX notice: In accordance with the Sarbanes-Oxley (SOX) Act of 2002, Empower provides participants with at least 30 days written notice of any blackout period. The notice includes an explanation of affected transactions, services, and investments (when applicable), and the blackout's effective date and approximate duration.
RECORDKEEPING EXPENSES - PLAN EXPENSES			
10	INCUMBENT(S) ONLY: Provide the current fee schedule charged for recordkeeping / administration, including fees charged directly to the Plan Sponsor, fees charged to participant accounts and revenue sharing kept by your firm from the fund lineup on top of fees charged to the Sponsor / Participant. Do not include fees charged to fund an ERISA budget to pay for qualified plan expenses, we're only looking for the fee schedule / revenue your firm is retaining for recordkeeping / administration services. If your firm is not an incumbent, respond "N/A - Our firm is not an incumbent".	N/A	

		Comments:	Empower is not the incumbent.
11	INCUMBENT(S) ONLY: Is your firm proposing a new fee proposal in response to this project? If yes, provide a proposal assuming the fund lineup remains the same as it is today.	N/A	
		Comments:	Empower is not the incumbent.
12	What is your proposed fee for all three plans assuming: - all assets are mapped to funds that do not contain revenue sharing - no proprietary funds are used in the fund lineup - no managed account solutions are utilized Note: Do not refer us to an exhibit, include the fee schedule in the response to this question.	14 bps	
		Comments:	14 bps
13	What is your proposed fee for all three plans assuming: - all assets are mapped to funds that do not contain revenue sharing - no managed account solutions are utilized - proprietary funds are used in the fund lineup (specify which proprietary fund(s) is being proposed and if proposing a capital preservation option, include a fact sheet about the product that contains the crediting rate, book value, how often the rate resets, cost, liquidation provision) Note: Do not refer us to an exhibit, include the fee schedule in the response to this question.	5 bps leveraging GIF65 which is crediting at 3.35% and the rate resets annually	
		Comments:	
14	Are non-discretionary, directed trustee / custodial services included in your above fee proposal(s) or are will additional fees apply? If your company outsources either service, procure a proposal from the firm with which your clients work the most, and provide their fee schedule here.	Empower Trust Company, LLC (ETC) provides services as custodian or trustee for the plan. The fee for such services is included in your overall fee.	
		Comments:	
15	Please list the number of onsite and virtual education days you are including in your fee proposal. If you are providing a set number of education days that can be used either onsite or virtually, please specify.	5bps leveraging GIF65 which is crediting at 3.35% and the rate resets annually	

		Comments:	
16	Provide the names of the managed account solution(s) your firm offers enabling participants to receive discretionary account management services.	My Total Retirement	
		Comments:	We offer Empower Advisory Services through our wholly owned subsidiary and registered investment adviser Empower Advisory Group, LLC (EAG). Using a program powered by Morningstar Investment Management LLC, we offer investment advisory resources and services, including My Total Retirement.
17	BIDDERS ONLY: If this project resulted in a change of recordkeepers, does your firm has the capability to map the current managed account assets and participants to a managed account solution on your platform, or will participants need to electively choose to re-enroll themselves? If mapping can occur, will all personalized information input by the participant into the current managed account engine (e.g., risk tolerance, assets held outside the Plan, partner information, etc.) be mapped over a well?	Yes; we will map managed account assets for enrolled participants, but personalized data is not mapped	
		Comments:	
18	Would there be a pricing concession based on the inclusion and / or utilization of managed accounts? If so, please specify what the concession would be and if the same concession would apply across all managed account solutions that your firm offers.	There is no pricing concession when offering managed accounts.	
		Comments:	
19	Are there any Plan Sponsor paid fees related to offering managed accounts to participants? If yes, provide details.	There is no additional fee to the plan sponsor for offering managed accounts.	
		Comments:	
20	Provide the participant managed account fee schedule(s). Do not refer us to an exhibit, please include them in this response.	My Total Retirement's fee is based on a tiered pricing fee dependent on the participant's account balance as detailed below. • First $100,000: 0.65% • Next $150,000, up to $250,000: 0.55% • Next $150,000, up to $400,000: 0.45% • Amounts greater than $400,000: 0.35% Eligible employees will elect to enroll in the My Total Retirement service (opt-in).	
		Comments:	

City of New Smyma Beach

Please complete yellow cells in all four charts below, all other cells are locked					
DEFINED CONTRIBUTION / DEFERRED COMPENSATION ("DC") PLAN INFORMATION					
	PLANS	ASSETS	PARTICIPANTS	AVERAGE ASSETS	AVERAGE PARTICIPANTS
DC Plans Administered	86,703	$1,573,357,234,091	18,121,675	$18,146,514	209
Governmental Plans Administered	5,127	$246,618,450,705	4,217,916	$48,101,902	823
Comments pertaining to the above sections (optional):	As of March 31, 2025. Information refers to all retirement business of Empower Annuity Insurance Company of America (EAICA) and its subsidiaries, including Empower Retirement, LLC; Empower Life & Annuity Insurance Company of New York (ELAINY); and Empower Annuity Insurance Company (EAIC), marketed under the Empower brand. EAICA's consolidated total assets under administration (AUA) were $1,650.5B. AUA is a non-GAAP measure and does not reflect the financial stability or strength of a company. EAICA's statutory assets total $70.13B and liabilities total $65.30B. ELAINY's statutory assets total $7.35B and liabilities total $6.92B. EAIC's statutory assets total $105.59B and liabilities total $104.57B.				

DC PLAN BREAKDOWN	
	NUMBER OF DC PLANS
DC Plans with ≤500 participants	82,877
DC Plans with 501 - 1,000 participants	1,749
DC Plans with 1,001 - 2,500 participants	1,152
DC Plans with 2,501 - 5,000 participants	442
DC Plans with 5,001 - 10,000 participants	251
DC Plans with 10,001 - 19,999 participants	114
DC Plans with ≥20,000 participants	118
Total DC Plans	86,703
Total DC Plans in cell C4…please make sure this matches the number in the cell above this one	86,703
Comments pertaining to the above sections (optional):	As of March 31, 2025

References

1.) City of Largo
    a. Lorraine Boucher (727-586-7448 and lboucher@largo.com)
    b. Been with Empower since 2019
    c. $115M in assets
2.) Utilities Commission of New Smyrna Beach
    a. Heather Carrizales (386-424-3056 and hcarrizales@nsbufl.com)
    b. Been with Empower since 2022
    c. $32M in assets
3.) City of Mount Dora
    a. Alan "AJ" Cline (352-735-7146 and clinea@mountdora.gov)
    b. Been with Empower since 2022
    c. $13M in assets

Conflict of Interest

We do not anticipate any potential conflicts of interest.

Per our Code of Conduct, associates must avoid all situations where they could have to choose between their personal interests and the interests of the company and our stakeholders. Associates must proactively disclose all potential or actual conflicts of interest, including gifts and entertainment, outside business activities, family members working with or for Empower, family members working for competitors or suppliers, as well as any changes to activities or relationships. Associates are instructed to speak to their leader, human resources, or compliance if a conflict of interest arises.

MissionSquare
RETIREMENT

We Are MissionSquare Retirement

Building a Secure Retirement Future Together

For over 50 years, MissionSquare has proudly supported those who serve our communities—state and local government employees, educators, healthcare professionals, and nonprofit workers—on their journey to financial wellness and retirement readiness.

Headquartered in Washington, DC, we remain closely connected to the pulse of public service. Our focus on the public sector allows us to deliver retirement solutions tailored to the needs of public service employees. Through investment education, financial education and support, we help thousands save towards retirement.

Since 1986, MissionSquare has partnered with the City of New Smyrna Beach (the City) to help your employees achieve their retirement goals. We value our long-standing collaboration and are excited to build on our shared success.

We are pleased to submit this proposal to serve as the sole provider of recordkeeping, administration, and investment services for the City of New Smyrna Beach. Together, let's continue to empower your employees with the confidence and clarity they need to retire securely. We will work closely with the City to provide:

1. Continuous Support
2. Transition Guidance
3. High-touch, Comprehensive Education and Communication

Continuous Support For Your Success

We understand the strength of any partnership lies in the quality and continuity of the team behind it. That's why we are pleased to confirm that your local service team will remain unchanged, helping to support a smooth, uninterrupted experience for both active employees and retirees.



Fernando Llop, Regional Director, will continue to lead the on-site education team serving the City. Under his leadership, the team will maintain its commitment to delivering high-quality, personalized retirement education and support.



Fausto Andrade, your Retirement Plans Specialist, will also continue in his role, Fausto brings knowledge of your retirement plan, a strong rapport with your team, and a clear understanding of your employees' needs. His ongoing presence helps ensure continuity in the services your participants have come to rely on, including group seminars, one-on-one consultations, and comprehensive financial planning.



Melissa Doughty, Relationship Manager, will remain committed to the success and ongoing evolution of the City's retirement plan and serve as your primary contact. She will continue to work with you to establish plan objectives, provide proactive plan updates, and champion support for overall plan performance.

Together, they exemplify MissionSquare's commitment to providing consistent, knowledgeable, and responsive support. Their continued leadership will support your employees, as they benefit from the same trusted guidance.

Additional Key Personnel Includes:

- Our team of CERTIFIED FINANCIAL PLANNER® professionals. Our CFPs® offer in-depth webinars, one-on-one financial planning, and written financial plans. Our financial planning services are complimentary for participants with balances of $100,000 or more. If a participant has less than $100,000 they can still receive a plan but could be charged a fee of up to $175. Our financial planning webinars, conducted by CFP® professionals, are available to all employees.
- Our team of plan service representatives, ready to assist participants and plan sponsors with day-to-day needs, questions, and concerns.

Transition Guidance

MissionSquare is prepared to support the City of New Smyrna Beach with a thoughtful, well-coordinated transition process that prioritizes clarity, continuity, and participant confidence. Our experience in managing complex plan consolidations—particularly those involving Nationwide— helps us to guide this effort with confidence. From 2009 to 2025, MissionSquare successfully completed 63 multi-vendor consolidation conversions, 38 of which included transitions from Nationwide. This experience allows us to anticipate challenges, reduce potential disruptions, and help create a smooth path forward for both plan sponsors and participants.

MissionSquare will structure your transition team using a mix of transition specialists and individuals who will serve you on an ongoing basis. Your Onboarding Manager will lead a team of professionals with expertise in recordkeeping, plan design, project management, business analysis, communications, and participant education. Supporting this effort will be an Implementation Project Manager, who will oversee the technical aspects of the conversion, and a Conversion Analyst, who will manage data formatting and coordination behind the scenes.

To promote continuity and familiarity, your **Relationship Manager, Melissa Doughty**, will be actively engaged throughout the transition. Melissa will work closely with the City to facilitate the implementation of your plan's features and will remain your primary point of contact post-transition. During this process, your **Retirement Plans Specialist, Fausto Andrade,** will collaborate with Melissa to introduce an education strategy supported by digital tools, high-touch engagement, and tailored – internally created communication and education materials.

MissionSquare stands ready to be your continued partner. We are confident in our ability to deliver a transition experience that aligns with your strategic goals and supports the evolving needs of your participants.

High-Touch Communication and Engagement

Saving for retirement is the single biggest investment we make in our lifetime. Recognizing this, MissionSquare addresses the retirement planning journey through three pivotal stages:

1. **Enroll:** Participants sign up for their plan and begin their savings journey.
2. **Build:** Participants continue to grow and invest their savings.
3. **Retire:** Participants realize their retirement goals and enjoy continued plan benefits throughout their lifetime.

Engagement is fundamental to each of these stages. Fausto will maintain connection with participants. Our multi-touchpoint education experience includes personalized online content, digital communications, mailings, one-on-one and group seminars and webinars – all supported by an array of tools to help participants understand and utilize their retirement plan benefit. Our tools, outlined below, are designed to be accessible whenever and however needed. Our education and communication strategies help ensure participants receive information in their preferred method, with content relevant to their career stage and personal goals.

Technology

MissionSquare offers a variety of resources and tools to help participants set and reach meaningful financial goals. Our participant and plan sponsor website provides employees easy access to account information and tools, all designed to help them make informed decisions. Whether enrolling or performing transactions, our fully transactional mobile app for iOS™ and Android™ allows employees to manage everything on their mobile devices within seconds.

Our participant website offers thousands of educational resources, featuring an intelligent interface that tailors content to individual preferences based on online activity, providing a personalized experience. Some of the most popular website and mobile app services include:

- **Financial Wellness Center –** Available from within participant online accounts, the Center includes a library of more than 2000 educational resources, with more than 100 articles, videos, interactive calculators, charts, tutorials, quizzes, and games covering a range of financial topics.
- **Pension Integration –** Our "Am I on Track" feature can provide participants with an estimated monthly or annual pension amount.
- **Account Aggregation –** This feature enables participants to connect external accounts, such as credit cards, checking and savings accounts, and other retirement accounts, offering a complete overview of their finances.

Let's Get Started

With our strong foundation in place, we believe that no firm is more committed or better equipped to care for your hardworking employees and retirees than MissionSquare. As the workforce evolves and pension landscapes shifts, our solutions are designed to grow with you, helping to support employees not just to retirement, but through it.

We are excited about the opportunity to become your sole provider and look forward to your review of our proposal. Should you have any questions about our response, please contact **Vainy Gleveckas, Sr. Internal Wholesaler, at 202-748-2789 or vgleveckas@missionsq.org.**

The signee below is an authorized representative and attests that the information provided is current and factual. As requested: Address: 777 North Capitol Street, NE, Suite 600, Washington, D.C. 20002-4240 Phone: 202-962-4600 Fax: 202-962-4601 c/o Vainy Gleveckas, Sr. Website: www.missionsq.org

Erica McFarquhar,



Assistant Secretary

	PROVIDER RESPONSE
L INFORMATION	
Provide the contact information for the individual responsible for this project. Please include their name, email and phone number.	Name: E-mail: Phone Number: Comments: Vainy Gleveckas, Sr. Internal Wholesaler, 202-748-2789,
INCUMBENT(S) ONLY: If your firm is an incumbent provider today, aside from fees / fee structure, summarize any changes your firm is proposing (if any) as a result of this project, discussing the current product / service and the proposed product / service (e.g., change in recordkeeping platform or investment product, changes to service model or service team members, changes to education / participant engagement strategy, etc.) If your firm is not an incumbent, respond N/A.	The Relationship Management, Regional Manager and Education Team will remain in place. This will allow for the City with continuity and continued collaboration between MissionSquare team members and the City of New Smyrna Beach. MissionSquare will move from 4 annual on-site visits to 6 annual on-site visits with an additional 6 dedicated virtual representative days. Comments:
In order to get a picture of your Defined Contribution ("DC") book of business, please complete Worksheet A (DC Plan Information).	Response in Worksheet Comments:
Is your firm proposing a white-labeled recordkeeping / administration solution that looks and feels like your firm, but is actually a third-party? If yes, provide details in the comments section of this response, and respond to questions in this project for the third-party for services their firm will be handling.	No Comments:
Does your firm or employees of your firm have any potential conflicts of interest or have any personal or business relationships (formal or informal) with the client or its employees, or do you owe any fiduciary duty of loyalty to the client or its employees (beyond those related to the administration of the retirement plan if your firm is the incumbent administrator)? If yes, provide details.	No Comments: To the best of our knowledge, MissionSquare has neither a legal
What type of investment platform (product) is your firm proposing in response to this project? Do not propose multiple platforms and only propose a Group Annuity platform if your firm does not have the ability to propose an NAV platform. Please ensure that all responses in this project (including fees) align with your NAV platform.	Net Asset Value (NAV) Comments:
Summarize the service team structure you would propose to work with the Plan Sponsor. We're not looking for specific names of individuals as they often change between now and finalist presentations, however, in your response, be sure to identify which roles are assigned / dedicated (i.e., a Relationship or Account Manager) versus those that are a resource the Plan Sponsor can utilize. Please keep responses to 350 words or less.	Your service team will consist of the following: An assigned Relationship Manager who is committed to the success and ongoing evolution of the City's retirement plan and serves as your primary contact, and an assigned Retirement Plans Specialist, who is your on-site contact for delivering impactful employee education. In addition, MissionSquare provides a dedicated plan

	PROVIDER RESPONSE
	Comments:
Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Representatives are not licensed to provide specific investment advice. However, they can direct participants seeking advice to our Guided Pathways service which is available over the phone, through a dedicated and credentialed
	Comments:
Regarding participant notices, briefly (in 350 words or less) describe: - which participant notices will be distributed during the conversion process - which participant notices will be distributed ongoing - confirm whether the SOX notice will be distributed to all plan participants.	Response in comments
	Comments: MissionSquare communicates important information on behalf of
KEEPING EXPENSES - PLAN EXPENSES	
INCUMBENT(S) ONLY: Provide the current fee schedule charged for recordkeeping / administration, including fees charged directly to the Plan Sponsor, fees charged to participant accounts and revenue sharing kept by your firm from the fund lineup on top of fees charged to the Sponsor / Participant. Do not include fees charged to fund an ERISA budget to pay for qualified plan expenses, we're only looking for the fee schedule / revenue your firm is retaining for recordkeeping / administration services. If your firm is not an incumbent, respond "N/A - Our firm is not an incumbent".	Asset-based fee: 0.15%
	Comments:
INCUMBENT(S) ONLY: Is your firm proposing a new fee proposal in response to this project? If yes, provide a proposal assuming the fund lineup remains the same as it is today.	The price of our current contract would not change. See above.
	Comments: Assuming current co-provider status and current lineup.
What is your proposed fee for <u>all three plans</u> assuming: - all assets are mapped to funds that do not contain revenue sharing - no proprietary funds are used in the fund lineup - no managed account solutions are utilized Note: Do not refer us to an exhibit, include the fee schedule in the response to this question.	Paying no surrender charges, asset-based fee: 0.20%
	Comments: Additional Notes:

	PROVIDER RESPONSE
What is your proposed fee for <u>all three plans</u> assuming: - all assets are mapped to funds that do not contain revenue sharing - no managed account solutions are utilized - proprietary funds are used in the fund lineup (specify which proprietary fund(s) is being proposed and if proposing a capital preservation option, include a fact sheet about the product that contains the crediting rate, book value, how often the rate resets, cost, liquidation provision) Note: Do not refer us to an exhibit, include the fee schedule in the response to this question.	With R10 MissionSquare PLUS & R10 MissionSquare Retirement Targets: - Paying the $71,000 MVA: 0.11% - Recordkeeping the Nationwide Fixed Account during a 5-year crawl, not paying the MVA: 0.06% With the R10 PLUS Fund: - Paying the $71,000 MVA: 0.15% - Recordkeeping the Nationwide Fixed account during a 5-year crawl, not paying the MVA: 0.10% Comments: Additional Notes:
Are non-discretionary, directed trustee / custodial services included in your above fee proposal(s) or are will additional fees apply? If your company outsources either service, procure a proposal from the firm with which your clients work the most, and provide their fee schedule here.	Yes. At the plan sponsor's request, Matrix Trust Company can provide non-discretionary trustee and custodial services. MissionSquare will provide plan administration and make investment options available. Comments:
Please list the number of onsite and virtual education days you are including in your fee proposal. If you are providing a set number of education days that can be used either onsite or virtually, please specify.	The Relationship Management, Regional Manager, and Education teams will remain in place, ensuring continuity and fostering ongoing collaboration between MissionSquare and the City of New Smyrna Beach. As a valued client, Comments:
Provide the names of the managed account solution(s) your firm offers enabling participants to receive discretionary account management services.	MissionSquare uses Morningstar Investment Management LLC (Morningstar Investment Management) to act as an Independent Financial Expert (IFE) for the Guided Pathways® program*. We designed the program in accordance with Comments: * Investment advice and analysis tools are offered to participants
BIDDERS ONLY: If this project resulted in a change of recordkeepers, does your firm has the capability to map the current managed account assets and participants to a managed account solution on your platform, or will participants need to electively choose to re-enroll themselves? If mapping can occur, will all personalized information input by the participant into the current managed account engine (e.g., risk tolerance, assets held outside the Plan, partner information, etc.) be mapped over a well?	As part of our proposal, we would be pleased to explore a programmatic process to collect managed accounts data and establish a managed accounts recordour platform using data provided by the incumbent during the transition. As part of the process, we would evaluate the information received and communicate with participants to ensure they update their records within 30 calendar days of transition to MissionSquare Retirement. Minimally, we require the following data points to establish managed accounts for participants: Age/birthday Comments:
Would there be a pricing concession based on the inclusion and / or utilization of managed accounts? If so, please specify what the concession would be and if the same concession would apply across all managed account solutions that your firm offers.	No price impact. Comments:
Are there any Plan Sponsor paid fees related to offering managed accounts to participants? If yes, provide details.	No. Comments:

	PROVIDER RESPONSE
Provide the participant managed account fee schedule(s). Do not refer us to an exhibit, please include them in this response.	Participant Account Balance/Annual Fee First $100,000/0.50% Comments:

Please complete yellow cells in all four charts below, all other cells are locked

DEFINED CONTRIBUTION / DEFERRED COMPENSATION ("DC") PLAN INFORMATION					
	PLANS	ASSETS	PARTICIPANTS	AVERAGE ASSETS	AVERAGE PARTICIPANTS
DC Plans Administered	6,528	$62,968,601,602	1,010,291	**$9,645,925**	**155**
Governmental Plans Administered	8,985	$68,464,052,573	1,281,251	**$7,619,817**	**143**
Comments pertaining to the above sections (optional):	As of March 31, 2025. Please note that data provided for the participants column is our count of participant a				

DC PLAN BREAKDOWN	
	NUMBER OF DC PLANS
DC Plans with ≤500 participants	6,214
DC Plans with 501 - 1,000 participants	197
DC Plans with 1,001 - 2,500 participants	81
DC Plans with 2,501 - 5,000 participants	23
DC Plans with 5,001 - 10,000 participants	8
DC Plans with 10,001 - 19,999 participants	0
DC Plans with ≥20,000 participants	5
Total DC Plans	**6,520**
Total DC Plans in cell C4...please make sure this matches the number in the cell above this one	**6,528**
Comments pertaining to the above sections (optional):	As of March 31, 2025. Please note that data provided for participants is our count of participant accounts. Ea

City of Burlington VT - $27.7M
Lynn Reagan
Interim Director of Human Resources
Phone: (802) 865-7148|
Email: lreagan@burlingtonvt.gov
Dates of Service: 2/25/1985 – Present

City of Concord NH – $19M
Robin Wirbal
HR Benefits Admin
Phone: (603) 230- 3723
Email: rwirbal@concordnh.gov
Dates of Service: 8/27/1973 – Present

City of Lauderhill FL - $13.5M
CiCi Krempler
Human Resources and Risk Management Director | City of Lauderhill
Phone: 954-730-3097
Email: ekrempler@lauderhill-fl.gov
Dates of Service: 12/6/1996 – Present

IX. A Public Records

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☒ Please confirm

IX. B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

Confirmed.

MissionSquare Retirement
777 North Capitol Street, NE, Suite 600, Washington, D.C. 20002-4240 Phone: 202-962-4600
Fax: 202-962-4601 c/o Vainy Gleveckas, Sr. Website: www.missionsq.org

IX. C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization

MissionSquare Retirement
Vainy Gleveckas, Sr. Internal Wholesaler
202-748-2789
vgleveckas@missionsq.org

IX. D Employer Identification Number**

Provide the Employer Identification Number.

MissionSquare Retirement EIN: 237268394

IX. E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the city adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on

behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☒ Please confirm

IX. F Professional Services Agreement*

Proposer acknowledges, that the selected Provider shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

☒ Please confirm

IX.G Potential Conflict of Interest*

Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project

Or, on company letterhead, upload a statement that no potential conflicts exist.

Please see MissionSquare's statement following this section.

IX. H Conflict of Interest Disclosure*

PROJECT NUMBER: 15-25-HR - Retirement Plan Administration

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☒ Please confirm. Please see MissionSquare's statement following this section.

IX. I Introduction and Executive Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary. Three (3) page limit.

Confirmed.

IX. J Questionnaire, Tab 1, Project Approach & Management *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Questionnaire, Tab 1, Project Approach & Management

Confirmed.

IX. K Questionnaire, Tab 1, Pricing

Provide the pricing of Tab 1 of the Questionnaire provided in the Attachment Section of this document. The pricing must be based on an open architecture investment platform. No mapping assumptions should be made. An alternative pricing proposal may be provided based on consideration of proprietary investments (i.e. target date funds, stable value fund, managed accounts, etc.). If a stable value fund is being proposed, please include a fact sheet.

Confirmed. The fund fact sheets are included in the **Appendix.**

IX. L Questionnaire, Tab 2 Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Questionnaire, Tab 2 Experience and Qualifications

Confirmed.

IX. M References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References.

At a minimum, submittals shall include three (3) references in total from current clients that have contracted with the respondent to perform a scope of work described herein. References shall be within the last five years of the project being completed or in process. Information shall include client name, point of contact information, date(s) of service, and plan size.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

Confirmed.

IX. N City Required Forms*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

Confirmed.

IX . O Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal. Including cover page, evaluation criteria, and completed city required forms.

Proposal must be in a professional format and signed by an authorized officer of your organization.

Do not include a copy of this solicitation document.

Confirmed.

To the best of our knowledge, MissionSquare Retirement has neither a legal or familial connection nor a business arrangement with any currently elected or appointed official or employee of the City, other than to the extent such an individual may have an account administered by MissionSquare. Other potential conflicts, however, include our arrangements with, and the compensation we pay to or receive from, our affiliates, vendors or other entities with which we have business relationships ("third parties"). These third parties may also provide services to plan sponsors who retain MissionSquare. None of these potential conflicts would impermissibly interfere with our provision of services to the City.

We disclose potential conflicts to plan sponsors through our administrative services agreements with them and through our public website, plan sponsor website, fee disclosure statements provided to plan sponsors at least annually in reports or other media, and through disclosure documents, such as the MissionSquare Funds Disclosure Memorandum and Fact Sheets. To manage potential conflicts of interest, we also have implemented internal policies, including Codes of Ethics, that govern the behavior of all MissionSquare employees and members of MissionSquare and its affiliates' Boards. Among other requirements, these policies require all MissionSquare employees, as well as consultants and temporary personnel, to disclose to MissionSquare any matters that could reasonably be expected to interfere with their duty to MissionSquare or any MissionSquare client.

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Retirement Plan Administration**

Project ID: **RFQ 15-25-HR**

Company Name: The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

Print Authorized Officer Name & Title: Erica McFarquhar, Assistant Secretary

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	X
City of NSB Form: Vendor Information Form	X
City of NSB Form: Vendor Summary Form	X
City of NSB Form: Completed W9	X
City of NSB Form: Statement of Insurance	X
City of NSB Form: Public Entity Crime Information Statement	X
City of NSB Form: Disputes Disclosure	X
City of NSB Form: Drug Free Workplace Certification	X
City of NSB Form: Sworn Statement	X
City of NSB Form: Non-Collusion Affidavit	X
City of NSB Form: E-Verify	X
City of NSB Form: Human Trafficking Affidavit	X
City of NSB Form: Conflict of Interest	X
City of NSB Form: Organizational Information	X
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X

City of New Smyrna Beach

RFQ 15-25-HR, Retirement Plan Administration

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
See attached		

Erica McFarquhar
Print Name

Assistant Secretary
Signature/Title)

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture __X__ Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 23-7268394

MissionSquare
RETIREMENT

OFFICER & AUTHORIZED REPRESENTATIVE CERTIFICATION

I, **Thomas McAndrews**, Secretary of MissionSquare Retirement, a d/b/a of the International City Management Association Retirement Corporation, do hereby certify that the following individuals are qualified and acting representatives of MissionSquare Retirement serving in the official capacities as set forth opposite their respective names. I further certify that each individual is authorized to act on behalf of MissionSquare Retirement to sign contracts or agreements, sell, assign and transfer stock, bonds or other securities, to assign certifications of checks, to endorse and deliver checks, drafts, warrants, bills, notes, certificates of deposit and acceptances in all business transactions of MissionSquare Retirement.

Andre Robinson	**CEO & President**
Dai Shi	**Treasurer**
Thomas McAndrews	**Secretary**
Larissa Powell	**Assistant Secretary**
Erica McFarquhar	**Assistant Secretary**
Natacha Lafleur	**Authorized Representative**
George Suzich	**Authorized Representative**
Richard Whitty	**Authorized Representative**

IN WITNESS WHEREOF, I do hereby certify that the foregoing is true and correct as of May 17, 2025.

By: _____

Thomas McAndrews
Secretary
MissionSquare Retirement

VENDOR INFORMATION

BID #:	RFQ 15-25-HR
BID TITLE:	Retirement Plan Administration

Respondent Information	
Company Name: The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement	Federal Employer Identification Number or SS Number: 23-726-8394 DUN Number: 02-187-6420
Mailing Address 777 N Capitol St, NE, Suite 600	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Washington, D.C., 20002	Incorporated in the State of: Delaware
Corporate Address: 777 N Capitol St, NE, Suite 600	What kind of business: "For Profit" or (Not for Profit) Is Firm in good standing: (Yes) or No
City, State, Zip Code Washington, D.C., 20002	Authorized to transact business in Florida (Yes) or No
Telephone No. 202-962-4600	State of Florida Department of State Certificate of Authority Document No: 854893
Email Address: VGleveckas@missionsq.org	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Andre Robinson	Vice President:
Secretary: Thomas McAndrews	Treasurer: Dai Shi
Other: Erica McFarquhar, Assistant Secretary	Other: Larissa Powell, Assistant Secretary

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

Erica McFarquhar
Printed Name

Title: Assistant Secretary

Date: 06/24/2025

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:** X **REVISED VENDOR:**_____

DATE: 06/24/2025

VENDOR NAME: The International City Management Association Retirement Corporation

VENDOR DBA: MissionSquare Retirement

PRODUCT/SERVICE PROVIDED: Retirement Plan Services

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
777 N Capitol St, NE	777 N Capitol St, NE	777 N Capitol St, NE
ADDRESS	ADDRESS	ADDRESS
Suite 600	Suite 600	Suite 600
Washington, D.C.	Washington, D.C.	Washington, D.C.
CITY/STATE	CITY/STATE	CITY/STATE
20002	20002	20002
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Vainius Gleveckas, Sr. Internal Wholesaler

E-MAIL: VGleveckas@missionsq.org

OFFICE PHONE: 202-962-4600

FAX: 202-962-4601

MOBILE PHONE: 202-748-2789

FEDERAL TAX ID#: 23-7268394

DUNS Number: 02-187-6420

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

International City Management Association Retirement Corporation

2 Business name/disregarded entity name, if different from above.

MissionSquare Retirement

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) Corporation Exempt from Tax under IRC §§ 501(a),501(c)(3)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

777 North Capitol Street NE, Suite 600-Tax

Requester's name and address (optional)

6 City, state, and ZIP code

Washington, DC 20002-4240

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	3	–	7	2	6	8	3	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Rosa S. Gonzales **Date** 4/18/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Erica McFarquhar, Assistant Secretary
OFFICER TITLE

06/24/2025
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: 06/24/2025

Authorized Signature and Title

Erica McFarquhar, Assistant Secretary

Print Name and Title

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

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 __X__

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 __X__

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__X__NO _____

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.*

*See attached.

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 # 15-25-HR described as:

Retirement Plan Administration.

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement
Firm

06/24/2025
Date

Assistant Secretary
Authorized Signature and Title

Erica McFarquhar, Assistant Secretary
Printed or Typed Name and Title

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

MissionSquare RETIREMENT

City of New Smyrna Beach
Disputes Disclosure Form

*Like any entity similarly involved in commerce, MissionSquare Retirement has been involved in different types of disputes from time to time in the ordinary course of business. As a matter of policy and for various reasons, including the existence of confidentiality obligations and related concerns, MissionSquare does not generally disclose the specifics of any particular dispute. However, to the best of MissionSquare's knowledge, there are no pending legal proceedings that could have an adverse material impact on MissionSquare's financials or a material impact on MissionSquare's ability to serve as a retirement plan recordkeeper or administrator.

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~~ conviction for a violation of a criminal drug statute occurring in the workplace ~~or driving under the influence~~ no later than five calendar days after such ~~arrest~~ conviction;*

*As MissionSquare cannot request notice of arrests, ~~and~~ we have modified this section to use language from Florida Statutes 287.087.

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~~ conviction. Consultants of ~~arrested~~ convicted 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~~ convicted.
   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: 24 June 2025

Authorized Signature

Erica McFarquhar, Assistant Secretary

Print Name and Title

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

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

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 Erica McFarquhar, Assistant Secretary
(Print Individual's Name and Title)
for The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement
(Print Name of Entity Submitting Sworn Statement)
whose business is Recordkeeping services

and (if applicable) its Federal Employer Identification Number (FEIN) is 23-726-8394

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).

__X__ 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.

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

_____
(Signature) Erica McFarquhar, Assistant Secretary

Sworn and subscribed before me this 24th day of June, 2025.

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Washington, D.C.

_____
(Type of Identification)

My commission expires: FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires November 30, 2027

FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

~~State of~~ _____

~~County of~~ _____ Washington, D.C.

Erica McFarquhar, being first duly sworn, deposes and says that:

He/she is Assistant Secretary of The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement, 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

Assistant Secretary
Title

Subscribed and sworn to before me this 24th day of June, 2025.

Faithe D. Lambert-Harris

Notary
Title

My Commission Expires: FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires November 30, 2027

FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

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: The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

Consultant E-Verify Registration Number: 64887

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.

*MissionSquare understands sub consultants to refer to an arrangement with a third party retained to provide custom services unique to the City of New Smyrna Beach. MissionSquare will not be utilizing sub consultants to service the City of New Smyrna Beach's plan.

By: _____

Print Name: Erica McFarquhar, Assistant Secretary

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

24th Day of June, 2025. She/He is personally known to me or has produced _____ As identification.

FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

Faithe D. Lambert-Harris

Notary Public

My commission expires: _____

FAITHE D. LAMBERT-HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

Authorized Signature: _____ Date: 06/24/2025

Printed Name: Erica McFarquhar

Title: Assistant Secretary

~~STATE OF~~ Washington, D.C.

~~COUNTY OF~~

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of June, 2025, by Erica McFarquhar, as Assistant Secretary on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

Signature of Notary Public

Faithe D. Lambert-Harris

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

FAITHE D. LAMBERT-HARRIS
NOTARY PUBLIC-DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Erica McFarquhar

who was duly sworn, deposes, and states:

1. I am the Assistant Secretary of The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement with a local office in _____ (City & State) and principal office in Washington, D.C. (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 15-25-HR, Retirement Plan Administration.**
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.

*disqualifying material

Erica McFarquhar
Typed Name

Assistant Secretary
Title

Signed

06/24/2025
Dated

Sworn to and subscribed before me this 24th day of June 2025.

Personally known X OR produced identification ____. Identification type: _____

Notary Public: State of Washington County of District of Columbia

Faithe D. Lambert-Harris
Printed, typed, or stamped commissioned name of notary public

My commission expires: FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires November 30, 2027

FAITHE D. LAMBERT-HARRIS NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Delaware	
Principal Place of Business (Enter Address)	777 N Capitol St, NE, Suite 600, Washington, D.C., 20002	
Federal I.D. Number	23-726-8394	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

Mailing Address: 777 N Capitol St, NE, Suite 600, Washington, D.C., 20002

Telephone Number: 202-962-4600 Fax Number: 202-962-4601 E-mail Address: VGleveckas@missionsq.org

Authorized Signature	Erica McFarquhar	23-7268394
	Printed Name	FEIN

Assistant Secretary	06/24/2025
Title	Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

MissionSquare
RETIREMENT

OFFICER & AUTHORIZED REPRESENTATIVE CERTIFICATION

I, **Thomas McAndrews**, Secretary of MissionSquare Retirement, a d/b/a of the International City Management Association Retirement Corporation, do hereby certify that the following individuals are qualified and acting representatives of MissionSquare Retirement serving in the official capacities as set forth opposite their respective names. I further certify that each individual is authorized to act on behalf of MissionSquare Retirement to sign contracts or agreements, sell, assign and transfer stock, bonds or other securities, to assign certifications of checks, to endorse and deliver checks, drafts, warrants, bills, notes, certificates of deposit and acceptances in all business transactions of MissionSquare Retirement.

Andre Robinson	**CEO & President**
Dai Shi	**Treasurer**
Thomas McAndrews	**Secretary**
Larissa Powell	**Assistant Secretary**
Erica McFarquhar	**Assistant Secretary**
Natacha Lafleur	**Authorized Representative**
George Suzich	**Authorized Representative**
Richard Whitty	**Authorized Representative**

IN WITNESS WHEREOF, I do hereby certify that the foregoing is true and correct as of May 17, 2025.

By: _____
Thomas McAndrews
Secretary
MissionSquare Retirement

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

FEIN: 23-7268394

Authorized Representative Name and Title: Erica McFarquhar, Assistant Secretary

Address: 777 N Capitol St, NE, Suite 600

City: Washington State: D.C. Zip: 20002

Phone Number: 202-962-4600 Email Address: VGleveckas@missionsq.org

Certified By: Erica McFarquhar Assistant Secretary,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ADDENDUM 1
RFQ 15-25-HR: RETIREMENT PLAN ADMINISTRATION
June 2, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFQ 15-25-HR, Retirement Plan Administration,** issued June 2, 2025.

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.

Questions/Answers:

1. **Question:** Please confirm the Questionnaire that needs to be completed for the RFQ. The Excel questionnaire provided does not show two tabs: Tab1 - Project Approach and Management, Pricing or Tab 2 - Experience and Qualifications.

   Answer: Attachment D has been revised to include both Tabs 1 & 2.

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): Erica McFarquhar, Assistant Secretary Proposer Signature: _____

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement
Firm Name (Please Print)

ADDENDUM 2
RFQ 15-25-HR: RETIREMENT PLAN ADMINISTRATION
June 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to **RFQ 15-25-HR, Retirement Plan Administration,** issued June 2, 2025.

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 date: The Scoring of proposals is rescheduled to 4:00 PM on July 17th.**
- **Attachment D has been updated to include a file with no password protection**

Questions/Answers:

1. **Question:** Does the Plan want the Questionnaire to be returned in the provided Excel spreadsheet in addition to PDF format?

   Answer: Yes. The Excel spreadsheet especially is required.

2. **Question:** Can you please identify the number of unique participants with a balance across the plans? Asked differently, how many participants have two accounts, both a 457(b) and 401(a) account?

   Answer: 113 estimate number of unique participants.
   401(a) Has 194 active employees participating. 457(b) Plans have 166 active employees participating.

3. **Question:** How many education days is the City currently receiving? Are these on-site or virtual?

   Answer: Nationwide has conducted 1 on-site meetings in the past 2 years. MissionSquare is on-site 2 times per year, and virtual as needed.

4. **Question:** How many education days would the city like to receive from the new recordkeeper? If on-site, how many locations will require visits?

   Answer: The City would like at least quarterly visits, possibly 2 days per visit.

5. **Question:** How many participants are in the Nationwide plan?

   Answer: As of 6/17/2025, there are 73 participants.

6. **Question:** What is the Nationwide MVA currently?

   Answer: $71,000 as of June 18, 2025

7. **Question:** The first question in the general information of the questionnaire is password protected. Please provide the password.

   Answer: Removed and file updated (attached)

8. **Question:** Please provide the number of participants that overlap between the 457(b) and 401(a) plans.

   Answer: See response to Question #2 above.

9. **Question:** How many education days should be included?

   Answer: See response to Questions #3 and #4 above.

10. **Question:** How many days of onsite service are currently provided.

    Answer: See response to Questions #3 and #4 above.

11. **Question**: Please confirm Tab 1, Project Approach & Management are under general Information questions 1-9 Tab Questionnaire.

    Answer: The Project Approach & Management corresponding questions are #1 - #9 (excluding #3) under the first tab 'Questionnaire' of the excel spreadsheet.

12. **Question:** Please confirm Tab 1, Pricing are questions under Recordkeeping Expenses, Plan Expenses questions 10-20 Tab Questionnaire.

    Answer: The pricing score will be based on responses to questions #10 - #20 on the first tab 'Questionnaire' of the excel spreadsheet.

13. **Question:** Please confirm if Tab 2 Experience and Qualifications is the A-DC Plan Information Tab.

    Answer: Yes. The questions under Tab 2 'A-DC Plan Information' correspond to the Experience & Qualifications scoring.

14. **Question:** Please provide the number of unique participants across all plans.

    Answer: See response to Question #2 above.

15. **Question:** The 401(a) provides a match on employee contributions to the 457. The 457(b) shows 112 active participants with Mission Square and 44 active participants with Nationwide or 156 active participants total. The 401(a) plan shows 187 active participants. Please confirm the discrepancy in numbers. Does the 401(a) have 31 participants with a balance that have stopped contributing to the 457(b) plan?

    Answer: There is an employer (non-elective) contribution made in the 401(a) Plan for general employees. There is also an employer match that gets deposited to the 401(a) based on the employee's contribution in either the MissionSquare 457(b) or Nationwide 457(b) Plan. The employer contributions in the 401(a) Plan are for general employees only. However, all employees can defer into the 457(b) Plan.

16. **Question:** Do full time employees participate in FRS?

    Answer: No.

17. **Question:** Please provide asset breakdown by age demographic (assets with participants <30, 30-39, 40-49, 50-59, 60+)

    Answer: Information not readily available and not necessary for purposes of this pricing request.

18. **Question:** Please provide number of participants by age demographic (total participants <30, 30-39, 40-49, 50-59, 60+)

    Answer: Information not readily available and not necessary for purposes of this pricing request.

END OF ADDENDUM 2

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): Erica McFarquhar, Assistant Secretary Proposer Signature:

The International City Management Association Retirement Corporation d/b/a MissionSquare Retirement

Firm Name (Please Print)

Detail by Entity Name

Foreign Not For Profit Corporation
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

Filing Information

Document Number	854893
FEI/EIN Number	23-7268394
Date Filed	12/07/1982
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/19/1988

Principal Address

777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Changed: 04/23/2024

Mailing Address

777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Changed: 04/23/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/05/1999

Address Changed: 04/05/1999

Officer/Director Detail

Name & Address

Title Director

Mauldin-Jones, Opal
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Director

Brown, Troy
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Director

Clarke, Brian
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Director

Coyne, Joseph
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Director

Miyasato, Mona
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Director

Ott, Marc
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Director

Steer, Cynthia
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Treasurer

Shi, Dai
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title Secretary

Montez, Angela
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Title President, Director

Robinson, Andre
777 N Capitol St NE, Suite 600
Washington, DC 20002-4240

Annual Reports

Report Year	Filed Date
2023	04/26/2023
2024	04/23/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
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03/14/2011 -- ANNUAL REPORT	View image in PDF format
04/15/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/16/2008 -- ANNUAL REPORT	View image in PDF format
04/12/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
09/02/2005 -- ANNUAL REPORT	View image in PDF format
05/04/2004 -- ANNUAL REPORT	View image in PDF format
05/06/2003 -- ANNUAL REPORT	View image in PDF format
05/15/2002 -- ANNUAL REPORT	View image in PDF format
05/14/2001 -- ANNUAL REPORT	View image in PDF format
04/26/2000 -- ANNUAL REPORT	View image in PDF format
05/11/1999 -- ANNUAL REPORT	View image in PDF format
04/05/1999 -- Reg. Agent Change	View image in PDF format
05/14/1998 -- ANNUAL REPORT	View image in PDF format
07/02/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

MissionSquare INVESTMENTS

MissionSquare PLUS Fund

Investment Objective | The PLUS Fund's investment objective is to seek to offer a competitive level of income consistent with providing capital preservation and meeting liquidity needs. Key goals are to seek to preserve capital, by limiting risk of loss of principal and delivering stable returns, and to meet liquidity needs of those who invest in the PLUS Fund.

Fund Facts

Asset Class	Stable Value/Cash Management
Share Class	R10
CUSIP	92208J709
Fund Inception Date	01/02/1991
Share Class Inception Date	10/11/2013
Fund Net Assets[1] as of 03/31/2025	$10,107.68 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	ICE BofA US 3 Month Treasury Bill Index
Gross Expense Ratio	0.52%
Net Expense Ratio	0.52%

Underlying Fund Characteristics

as of 03/31/2025

Net Crediting Rate[3]	3.05%
Credit Quality (M/S&P/F)[4]	Aa3/AA-/AA
Effective Duration (years)[5]	3.18
Market/Book Value Ratio[6]	95.48%
Yield to Maturity[7]	4.79%
Number of Holdings[8]	3,747

Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	0.74%	0.74%	3.02%	2.69%	2.41%	2.30%
Benchmark[2,9,10]	1.02%	1.02%	4.97%	4.23%	2.56%	1.87%

Calendar Year Performance

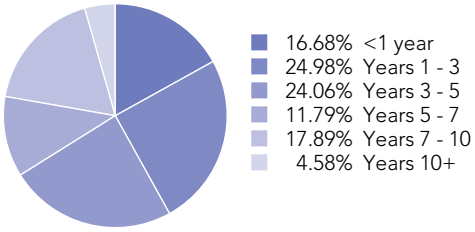
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	2.03%	1.98%	2.12%	2.27%	2.45%	2.22%	1.89%	1.97%	2.78%	3.02%
Benchmk[2,9,10]	0.05%	0.33%	0.86%	1.87%	2.28%	0.67%	0.05%	1.46%	5.01%	5.25%

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

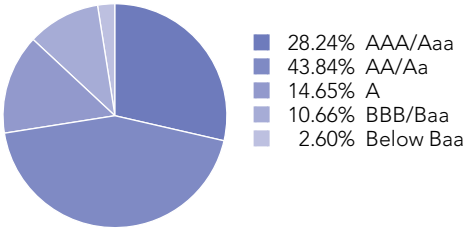
MissionSquare Investments employs a structured, multi-product, multi-manager approach in managing the Fund. The Fund invests primarily in a diversified and tiered portfolio of stable value investment contracts and in fixed income securities, fixed income mutual funds, and fixed income commingled trust funds ("fixed income assets") that back certain stable value investment contracts. In addition, the Fund invests in money market mutual funds, as well as cash and cash equivalents. The Fund's portfolio may include different types of investments with a variety of negotiated terms and maturities and is diversified across sectors and issuers. The composition of the Fund's portfolio and its allocations to various stable value investments and fixed income investment sectors, across the fund's multiple tiers, is determined based on prevailing economic and capital market conditions, relative value analysis, liquidity needs, and other factors. The Fund invests in stable value investment contracts to seek to achieve, over the long run, returns higher than those of money market funds and short-term bank rates and relatively stable returns compared to short-to-intermediate term fixed income funds. The Fund generally will not track shorter-term interest rates as closely as money market mutual funds, because of its longer maturity, potential adverse market changes, and provisions in stable value contracts held by the Fund. In addition, while the Fund's returns are generally expected to follow interest rate trends over time, they typically will do so on a lagged basis.

Maturity as of 03/31/2025



Due to rounding, percentages shown may not add up to 100%.

Credit Quality[4] as of 03/31/2025



Due to rounding, percentages shown may not add up to 100%.

Investment Risk: Stable Value Risk, Interest Rate Risk, Credit Risk, Stable Value Issuer Risk, Liquidity Risk, Reinvestment Risk, Call Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Securities Lending Risk, Derivative Instruments Risk, Large Investor Risk, Inflation Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Transfer Restrictions: Direct transfers from the PLUS Fund to competing funds are restricted. Competing funds include, but are not limited to, the following types of investment options: (1) cash management funds, money market mutual funds, bank collective short-term investment funds, bank accounts or certificates of deposit, stable value funds or substantially similar investment options that offer guarantees of principal or income, such as guaranteed annuity contracts or similar arrangements with financial institutions; (2) short-term bond funds that invest in fixed income securities and seek to maintain or have an average portfolio duration of less than two years; and (3) any investment option that invests 80% or more of its assets in (i) fixed income securities or funds with a duration of less than two years, or (ii) instruments that seek to provide capital preservation such as stable value funds, bank certificates of deposit or bank accounts, and cash or cash equivalents. To transfer money from the PLUS Fund to a competing fund, you must first transfer the amount to a non-competing fund for a period of at least 90 days. For example, if you want to transfer money from the PLUS Fund to a money market fund, you will first need to transfer the money to a non-competing fund and then, 90 days later or any time thereafter, transfer that amount of money to the money market fund.

Sector Allocation as of 03/31/2025

	Fund
Agencies	0.25%
Asset-Backed	9.86%
Cash & Cash Equivalents	7.05%
Credits	27.88%
Maturing GICs	15.08%
Mortgage-Backed	24.54%
Municipals	0.38%
Other	0.01%
Treasuries	10.43%
Wrap Providers	4.52%

Due to rounding, percentages shown may not add up to 100%.

Structure as of 03/31/2025

	Fund
Tier 1 - Cash Buffer	6.99%
Tier 2 - Shorter Duration Focus	10.70%
Tier 3 - Laddered Maturity Focus	15.08%
Tier 4 - Total Return Focus	67.23%

Due to rounding, percentages shown may not add up to 100%.

Portfolio Manager(s)

Oliver Meng, CFA, CAIA, FRM
Acting Head of Fixed Income
Managed Fund Since: 11/2021

Additional Information About Restrictions on PLUS Fund Public Employer Withdrawals and Transfer Restrictions: In the event an Employer initiates withdrawal of all or part of its Plan's assets from the PLUS Fund, the payout of such assets may be deferred for a period of up to twelve months. In the case of a total withdrawal, participant transfers of PLUS Fund assets to other investment options will be restricted and participants will not be able to make additional investments in the PLUS Fund during this twelve-month period.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

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2. The Intercontinental Exchange Bank of America ("ICE BofA") US Treasury Bill 3 Month Index is comprised of a single U.S. Treasury Bill issue purchased at the beginning of each month and held for a full month, at which time that issue is sold and rolled into a newly selected issue. The issue selected each month is that having a maturity date closest to, but not beyond 90 days from the rebalance date.

3. The PLUS Fund crediting rate is calculated daily. The crediting rate shown is the annualized rate as of the last day of the reported month. The monthly annualized crediting rate is the average rate of return, assuming the rate stays the same for one year. The PLUS Fund crediting rate is calculated by taking into account current yields on the Fund's holdings and the prior period performance of certain holdings in the Fund. The Fund's crediting rate is generally expected to follow interest rate trends over time but will typically do so on a lagged basis and may not move in the same direction as prevailing interest rates over certain time periods.

4. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

5. Effective duration measures the interest rate sensitivity of the underlying portfolio. For the portion of the Fund invested in Maturing GICs, effective duration is not applicable and a duration of zero is assigned since their current values are not impacted by interest rate changes. If a duration based on weighted average maturity or cash flows is assigned to the Maturing GICs, the Fund's overall March 31, 2025 duration would be 3.56.

6. Market to Book Ratio is a measure of a stable value fund's underlying assets to the book value of its stable value contracts. It will generally be below 100% during periods of rising interest rates and above 100% during periods of declining interest rates. It is important to note that a declining market-to-book-value ratio is evidence of the stable value fund protecting the fund's investors from mark-to-market declines in the value of the underlying bond portfolio.

7. Yield to Maturity is a measure of a fund's total return anticipated if all the fund's underlying bonds are held until maturity, considering both coupon payments and potential capital gains or losses.

8. Holdings is the number of individual holdings owned by the fund.

9. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

10. Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2025 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

MissionSquare INVESTMENTS

MissionSquare Retirement Target Income Fund

Investment Objective | Current income and opportunities for capital growth that have limited risk.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B107
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$306.84 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date Retirement Income Index
Gross Expense Ratio[3]	0.43%
Net Expense Ratio[3]	0.41%

Underlying Fund Characteristics

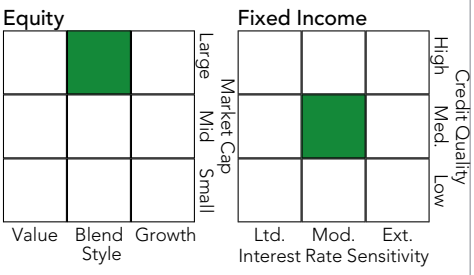
as of 02/28/2025

Number of Holdings[1,4]	26
Weighted Average Market Cap (in millions)[1,5]	$109,784
P/E Ratio[1,6]	21.7
Effective Duration (years)[1,7]	5.51
Weighted Average Maturity (years)[1,8]	7.51

Morningstar as of 03/31/2025

Morningstar Category[1,9]	Target-Date Retirement
Overall Morningstar Rating*[10] (Category size: 130)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	1.04%	1.04%	5.42%	3.15%	5.57%	4.19%
Benchmark[2,11,12]	1.61%	1.61%	5.80%	3.58%	5.40%	4.14%
Category[1,9,11,12,13]	1.42%	1.42%	5.41%	2.85%	5.13%	3.87%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-1.26%	5.99%	9.02%	-3.18%	12.87%	10.23%	6.16%	-12.22%	10.66%	7.25%
Benchmk[2,11,12]	-0.18%	5.01%	8.54%	-2.54%	13.33%	8.81%	5.11%	-11.17%	10.35%	6.54%

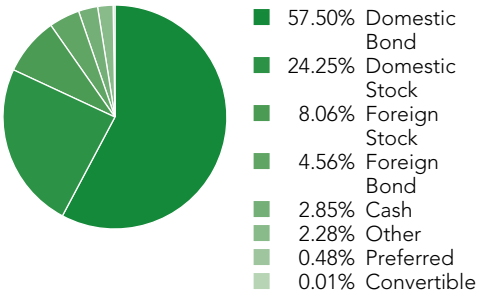
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

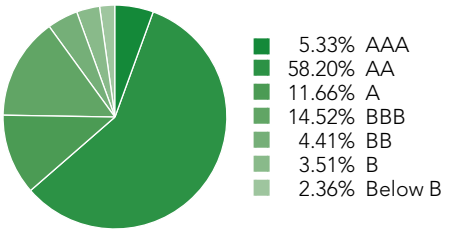
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs) to seek to obtain exposure to approximately 69% fixed income/stable value investments and 31% equity investments. These asset allocations are referred to as "neutral targets" because they do not reflect decisions that may be made by MissionSquare Investments (MSQI), the investment advisor to the Fund, to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset class allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary by as much as +/- 10 percentage points as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[14] as of 03/31/2025



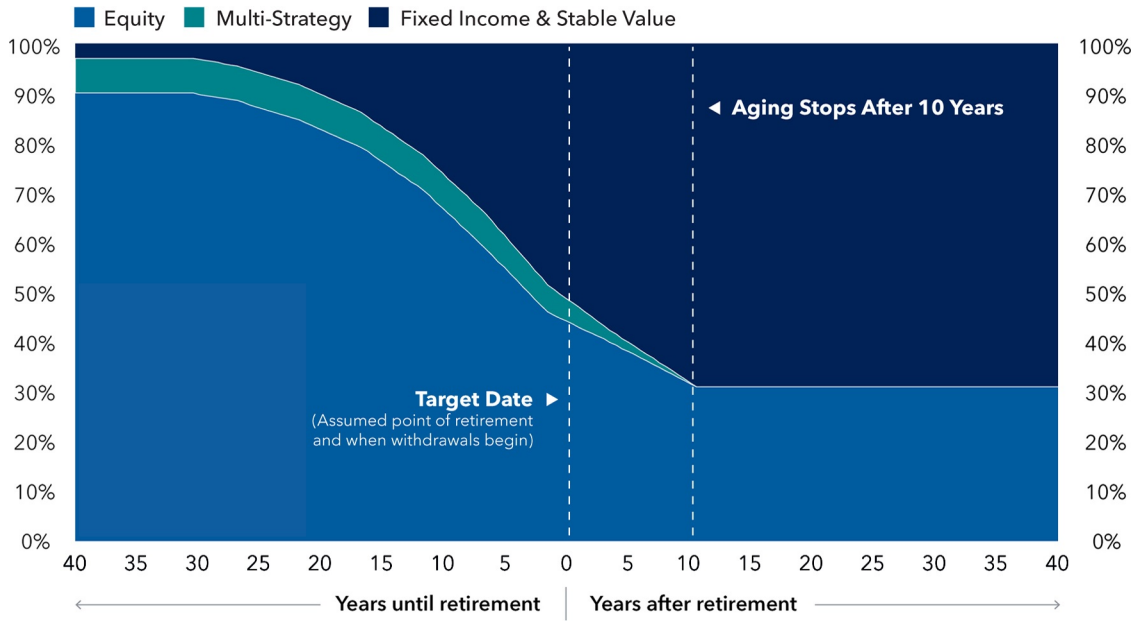
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 4 (out of 130 funds), 3 (out of 114 funds), and 4 (out of 76 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare Total Return Bond Fund - Class M	17.84%
Missionsquare Core Bond Index Fund - Class M	14.54%
Missionsquare Low Duration Bond Fund - Class M	10.80%
Missionsquare 500 Stock Index Fund - Class M	9.14%
Missionsquare Inflation Focused Fund - Class M	8.74%
Missionsquare High Yield Fund - Class M	7.40%
Missionsquare Equity Income Fund - Class M	4.52%
Missionsquare International Fund - Class M	4.31%
Missionsquare Growth Fund - Class M	3.01%
Missionsquare Plus Fund - Class M	2.41%

Represents 82.71% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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2. The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.

3. Differences between the net and gross expense ratios of a fund are typically due to fee waivers, expense reimbursements, and/or expense limits.

4. Holdings is the number of individual holdings owned by the fund.

5. Average Market Cap is a measure of a size of the companies in which the fund invests.

6. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

7. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

8. Average Maturity is a measure of a fund's average time until the fund's underlying bonds mature. Generally, longer maturities mean more sensitivity to interest rates.

9. Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

10. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

11. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

12. Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2025 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

13. The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.

14. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

MissionSquare INVESTMENTS

MissionSquare Retirement Target 2015 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B305
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$277.02 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2015 Index
Gross Expense Ratio	0.44%
Net Expense Ratio	0.44%

Underlying Fund Characteristics

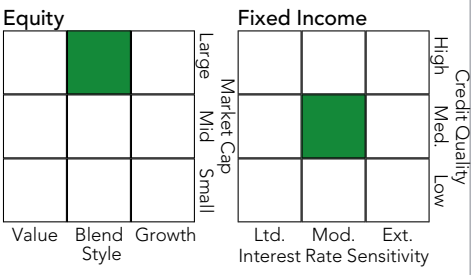
as of 02/28/2025

Number of Holdings[1,3]	28
Weighted Average Market Cap (in millions)[1,4]	$103,277
P/E Ratio[1,5]	21.2
Effective Duration (years)[1,6]	5.55
Weighted Average Maturity (years)[1,7]	7.56

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2015
Overall Morningstar Rating[* 9] (Category size: 92)	★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	1.15%	1.15%	5.29%	3.30%	6.74%	4.78%
Benchmark[2,10,11]	1.33%	1.33%	5.81%	3.67%	6.87%	5.03%
Category[1,8,10,11,12]	1.45%	1.45%	5.51%	3.10%	6.70%	4.87%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-1.48%	6.64%	11.06%	-4.43%	15.08%	11.40%	7.98%	-12.84%	11.13%	7.55%
Benchmk[2,10,11]	-0.16%	6.56%	11.39%	-3.67%	15.40%	10.28%	8.01%	-12.16%	11.38%	7.25%

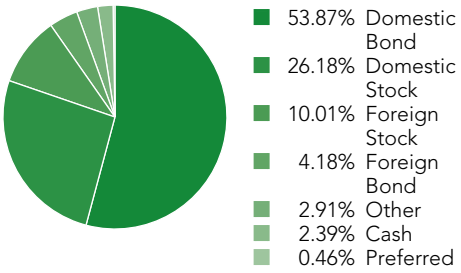
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

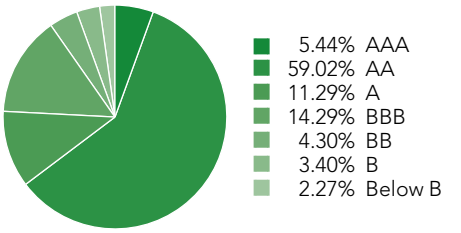
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



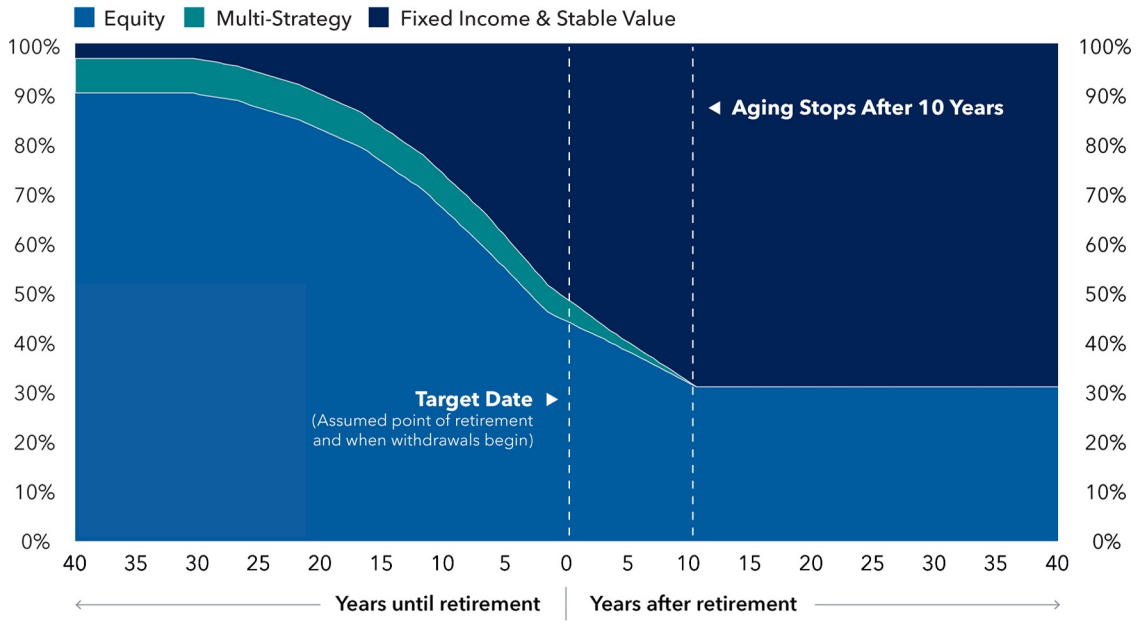
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 3 (out of 92 funds), 3 (out of 82 funds), and 3 (out of 49 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Convertible Securities Risk, High Yield Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare Total Return Bond Fund - Class M	14.59%
Missionsquare Core Bond Index Fund - Class M	14.57%
Missionsquare Low Duration Bond Fund - Class M	10.09%
Missionsquare 500 Stock Index Fund - Class M	9.45%
Missionsquare Inflation Focused Fund - Class M	9.01%
Missionsquare High Yield Fund - Class M	6.70%
Missionsquare International Fund - Class M	5.76%
Missionsquare Equity Income Fund - Class M	5.16%
Missionsquare Growth Fund - Class M	2.97%
Missionsquare Plus Fund - Class M	2.95%

Represents 81.25% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

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5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

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MissionSquare INVESTMENTS

MissionSquare Retirement Target 2020 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B404
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$603.77 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2020 Index
Gross Expense Ratio	0.45%
Net Expense Ratio	0.45%

Underlying Fund Characteristics

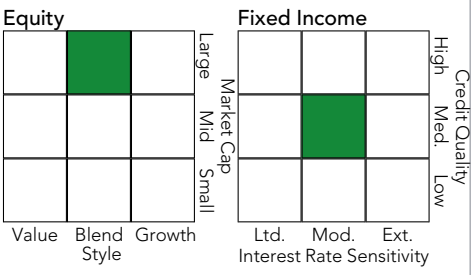
as of 02/28/2025

Number of Holdings[1,3]	27
Weighted Average Market Cap (in millions)[1,4]	$102,594
P/E Ratio[1,5]	21.1
Effective Duration (years)[1,6]	5.66
Weighted Average Maturity (years)[1,7]	7.74

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2020
Overall Morningstar Rating[* 9] (Category size: 123)	★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	0.83%	0.83%	5.36%	3.67%	7.53%	5.24%
Benchmark[2,10,11]	1.05%	1.05%	5.84%	3.93%	7.47%	5.38%
Category[1,8,10,11,12]	1.32%	1.32%	5.54%	3.24%	7.39%	5.22%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-1.67%	6.97%	12.62%	-4.69%	16.29%	11.60%	9.27%	-13.31%	12.32%	8.41%
Benchmk[2,10,11]	-0.19%	7.22%	12.80%	-4.16%	16.52%	10.24%	8.76%	-12.81%	12.32%	8.09%

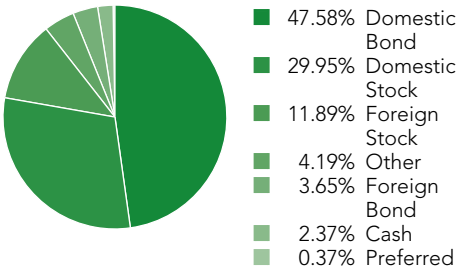
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

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Investment Strategy

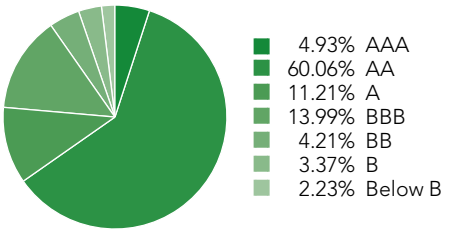
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Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



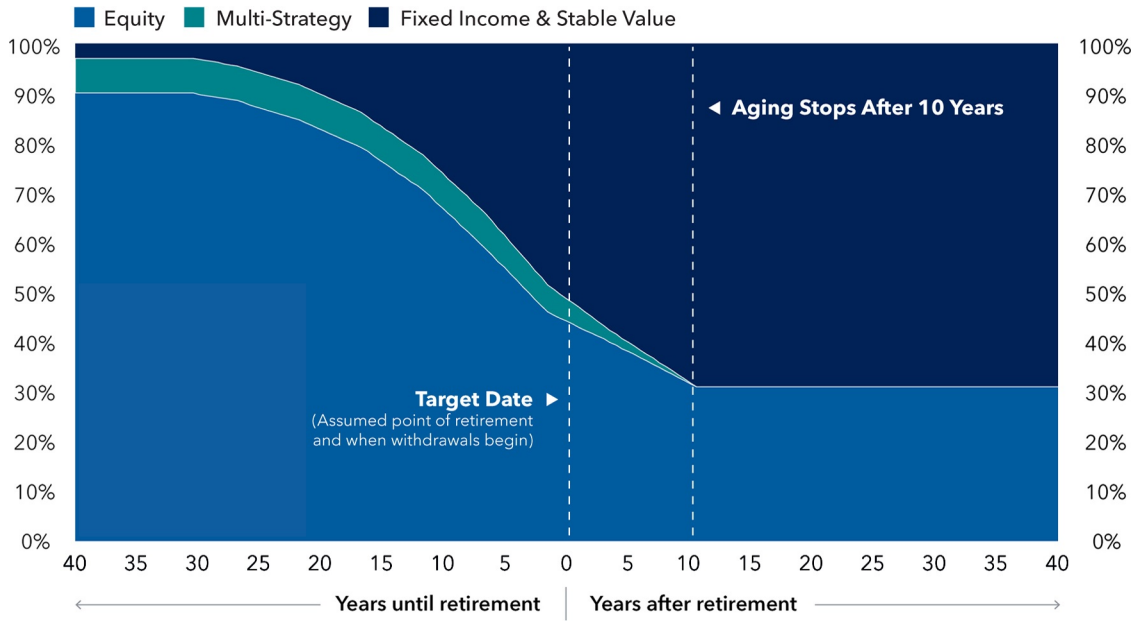
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 3 (out of 123 funds), 3 (out of 112 funds), and 3 (out of 66 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Convertible Securities Risk, High Yield Securities Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare Core Bond Index Fund - Class M	13.51%
Missionsquare Total Return Bond Fund - Class M	12.41%
Missionsquare 500 Stock Index Fund - Class M	11.71%
Missionsquare Low Duration Bond Fund - Class M	8.28%
Missionsquare Inflation Focused Fund - Class M	7.59%
Missionsquare International Fund - Class M	6.83%
Missionsquare Equity Income Fund - Class M	5.85%
Missionsquare High Yield Fund - Class M	5.85%
Missionsquare Growth Fund - Class M	3.51%
Missionsquare Plus Fund - Class M	2.73%

Represents 78.27% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

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2. The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.

3. Holdings is the number of individual holdings owned by the fund.

4. Average Market Cap is a measure of a size of the companies in which the fund invests.

5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

6. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

7. Average Maturity is a measure of a fund's average time until the fund's underlying bonds mature. Generally, longer maturities mean more sensitivity to interest rates.

8. Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

9. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

10. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

11. Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2025 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

12. The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.

13. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

MissionSquare INVESTMENTS

MissionSquare Retirement Target 2025 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B503
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$1,079.33 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2025 Index
Gross Expense Ratio	0.48%
Net Expense Ratio	0.48%

Underlying Fund Characteristics

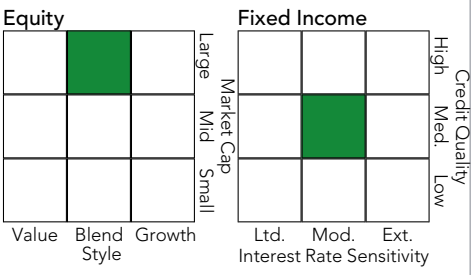
as of 02/28/2025

Number of Holdings[1,3]	26
Weighted Average Market Cap (in millions)[1,4]	$91,715
P/E Ratio[1,5]	20.8
Effective Duration (years)[1,6]	5.78
Weighted Average Maturity (years)[1,7]	7.98

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2025
Overall Morningstar Rating[* 9] (Category size: 166)	★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	0.46%	0.46%	5.14%	3.90%	8.79%	5.80%
Benchmark[2,10,11]	0.94%	0.94%	5.83%	4.13%	8.72%	5.98%
Category[1,8,10,11,12]	1.09%	1.09%	5.50%	3.46%	8.10%	5.61%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-1.80%	7.63%	14.18%	-5.94%	18.76%	12.53%	11.14%	-14.04%	13.38%	9.05%
Benchmk[2,10,11]	-0.25%	7.82%	14.55%	-5.02%	18.38%	11.22%	10.67%	-13.13%	12.99%	8.44%

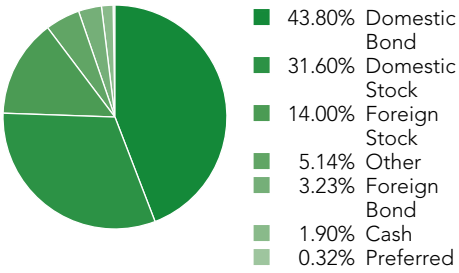
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

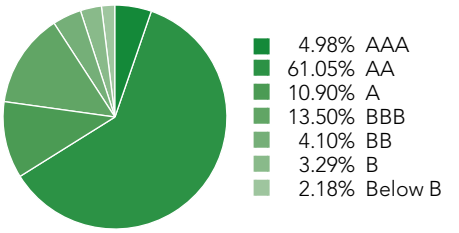
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



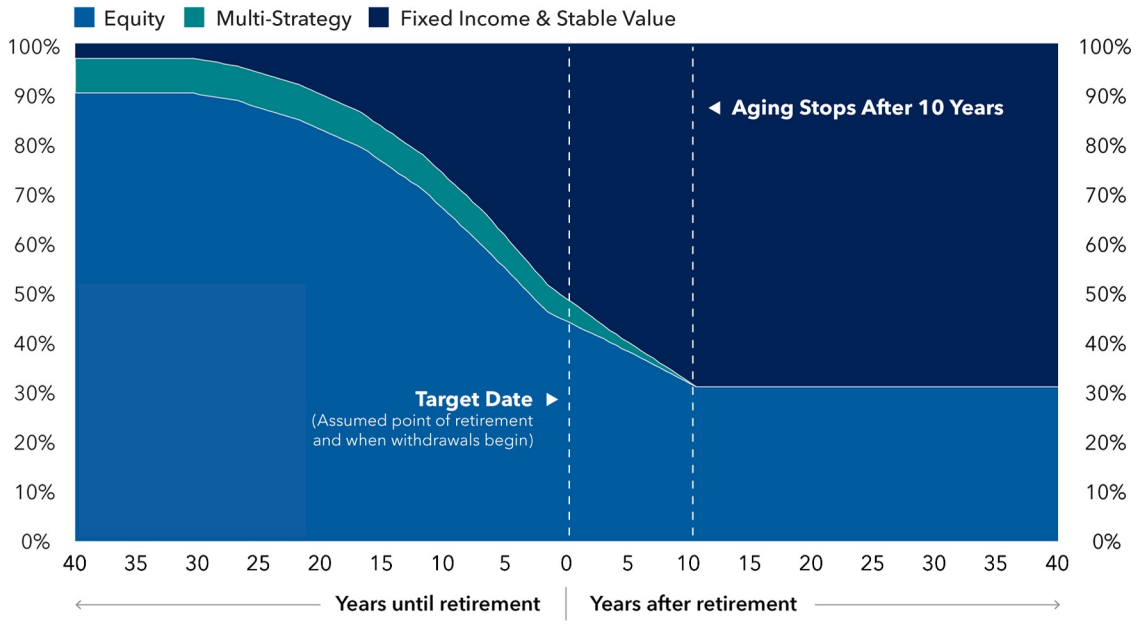
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 3 (out of 166 funds), 4 (out of 145 funds), and 3 (out of 94 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare Core Bond Index Fund - Class M	13.26%
Missionsquare 500 Stock Index Fund - Class M	11.28%
Missionsquare Total Return Bond Fund - Class M	11.26%
Missionsquare International Fund - Class M	8.19%
Missionsquare Low Duration Bond Fund - Class M	6.60%
Missionsquare Equity Income Fund - Class M	6.53%
Missionsquare Inflation Focused Fund - Class M	5.46%
Missionsquare High Yield Fund - Class M	5.22%
Missionsquare Diversifying Strategies Fd - Class M	4.66%
Ishares Core U.S. Aggregate Bond Etf Etp Usd	4.08%

Represents 76.54% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

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The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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9. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

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MissionSquare INVESTMENTS

MissionSquare Retirement Target 2030 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B602
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$1,319.92 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2030 Index
Gross Expense Ratio	0.50%
Net Expense Ratio	0.50%

Underlying Fund Characteristics

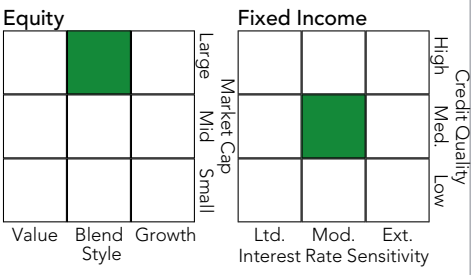
as of 02/28/2025

Number of Holdings[1,3]	23
Weighted Average Market Cap (in millions)[1,4]	$93,207
P/E Ratio[1,5]	20.9
Effective Duration (years)[1,6]	5.92
Weighted Average Maturity (years)[1,7]	8.24

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2030
Overall Morningstar Rating[* 9] (Category size: 188)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	0.00%	0.00%	5.04%	4.61%	10.60%	6.58%
Benchmark[2,10,11]	0.50%	0.50%	5.94%	4.69%	10.19%	6.65%
Category[1,8,10,11,12]	0.67%	0.67%	5.49%	3.90%	9.54%	6.29%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-2.15%	8.05%	15.98%	-7.09%	20.89%	14.04%	13.54%	-14.97%	15.62%	10.61%
Benchmk[2,10,11]	-0.30%	8.35%	16.19%	-5.99%	20.38%	11.91%	12.61%	-13.96%	14.80%	9.90%

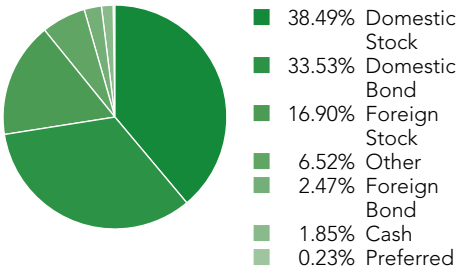
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

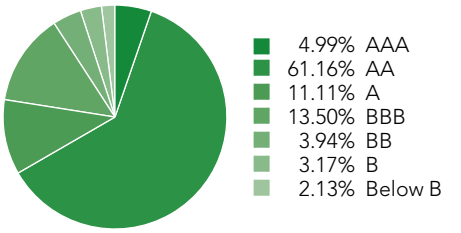
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



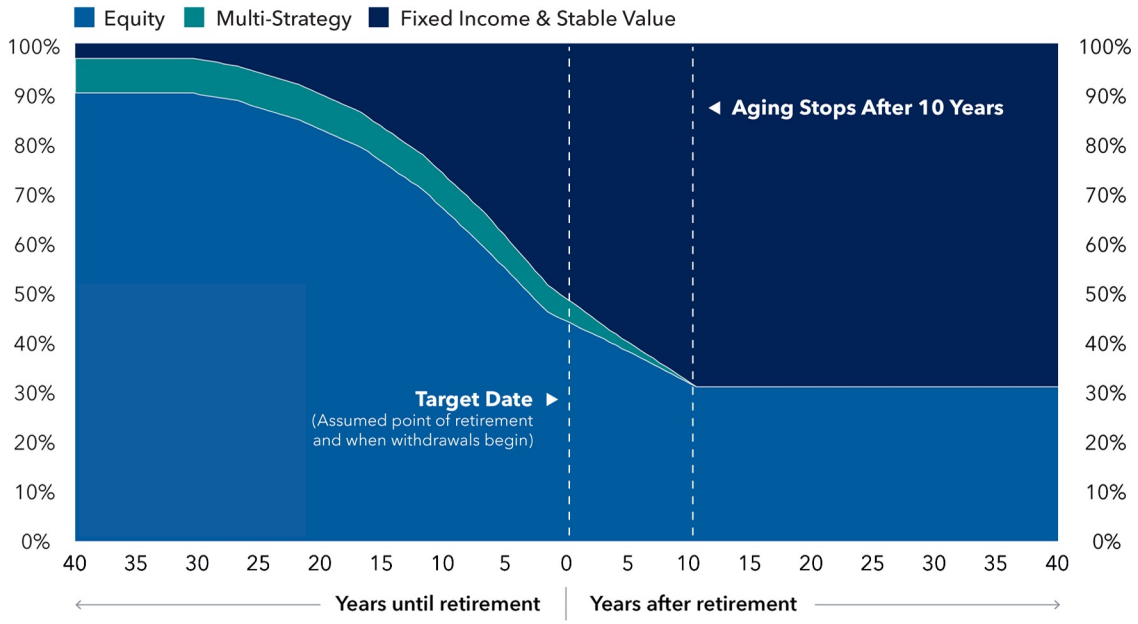
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 4 (out of 188 funds), 5 (out of 162 funds), and 3 (out of 105 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	14.05%
Missionsquare Core Bond Index Fund - Class M	10.91%
Missionsquare International Fund - Class M	10.02%
Missionsquare Total Return Bond Fund - Class M	9.25%
Missionsquare Equity Income Fund - Class M	6.82%
Missionsquare Diversifying Strategies Fd - Class M	6.63%
Missionsquare Growth & Income Fund - Class M	4.88%
Missionsquare Low Duration Bond Fund - Class M	4.65%
Missionsquare Growth Fund - Class M	4.36%
Missionsquare High Yield Fund - Class M	3.84%

Represents 75.41% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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2. The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.

3. Holdings is the number of individual holdings owned by the fund.

4. Average Market Cap is a measure of a size of the companies in which the fund invests.

5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

6. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

7. Average Maturity is a measure of a fund's average time until the fund's underlying bonds mature. Generally, longer maturities mean more sensitivity to interest rates.

8. Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

9. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

10. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

11. Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2025 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

12. The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.

13. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

MissionSquare INVESTMENTS

MissionSquare Retirement Target 2035 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B701
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$1,201.82 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2035 Index
Gross Expense Ratio	0.51%
Net Expense Ratio	0.51%

Underlying Fund Characteristics

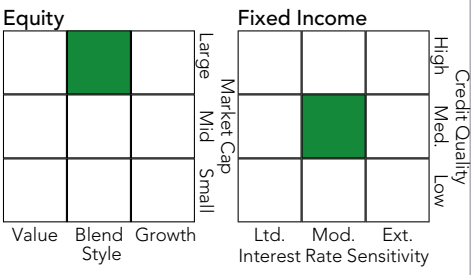
as of 02/28/2025

Number of Holdings[1,3]	23
Weighted Average Market Cap (in millions)[1,4]	$97,373
P/E Ratio[1,5]	20.9
Effective Duration (years)[1,6]	6.24
Weighted Average Maturity (years)[1,7]	8.77

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2035
Overall Morningstar Rating[* 9] (Category size: 180)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	-0.53%	-0.53%	4.99%	5.17%	12.02%	7.23%
Benchmark[2,10,11]	0.15%	0.15%	6.01%	5.21%	11.74%	7.33%
Category[1,8,10,11,12]	0.24%	0.24%	5.50%	4.56%	11.14%	6.94%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-2.31%	8.47%	17.79%	-8.14%	22.99%	14.61%	15.86%	-15.72%	17.25%	12.13%
Benchmk[2,10,11]	-0.35%	8.85%	17.78%	-6.88%	22.18%	12.79%	14.93%	-14.99%	16.63%	11.38%

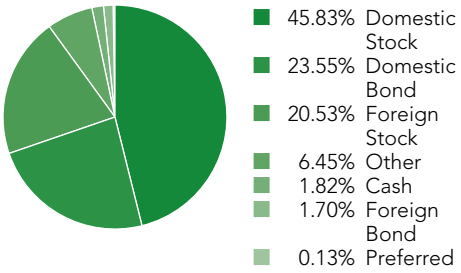
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

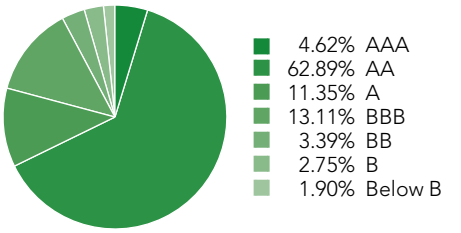
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



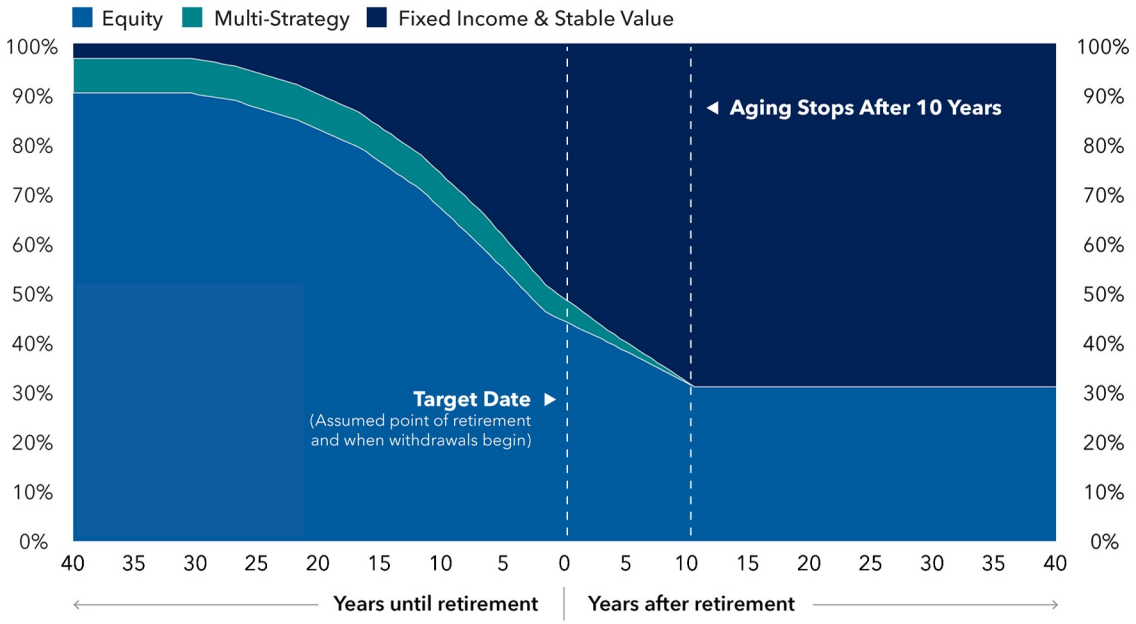
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 4 (out of 180 funds), 4 (out of 156 funds), and 4 (out of 105 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	17.08%
Missionsquare International Fund - Class M	12.56%
Missionsquare Core Bond Index Fund - Class M	8.64%
Missionsquare Equity Income Fund - Class M	7.77%
Missionsquare Diversifying Strategies Fd - Class M	6.93%
Missionsquare Total Return Bond Fund - Class M	6.87%
Missionsquare Growth Fund - Class M	6.06%
Missionsquare Growth & Income Fund - Class M	5.66%
Missionsquare Emerging Markets Fund - Class M	4.37%
Missionsquare Overseas Equity Index Fund - Class M	3.52%

Represents 79.46% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

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The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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4. Average Market Cap is a measure of a size of the companies in which the fund invests.

5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

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MissionSquare INVESTMENTS

MissionSquare Retirement Target 2040 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B800
Fund Inception Date	01/03/2005
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$1,139.84 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2040 Index
Gross Expense Ratio	0.52%
Net Expense Ratio	0.52%

Underlying Fund Characteristics

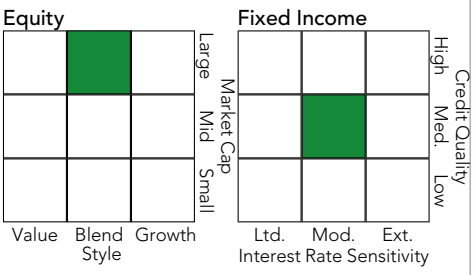
as of 02/28/2025

Number of Holdings[1,3]	26
Weighted Average Market Cap (in millions)[1,4]	$94,908
P/E Ratio[1,5]	21.0
Effective Duration (years)[1,6]	6.26
Weighted Average Maturity (years)[1,7]	8.89

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2040
Overall Morningstar Rating[* 9] (Category size: 183)	★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	-1.08%	-1.08%	4.96%	5.53%	13.10%	7.72%
Benchmark[2,10,11]	-0.32%	-0.32%	6.11%	5.73%	12.93%	7.86%
Category[1,8,10,11,12]	-0.29%	-0.29%	5.57%	5.18%	12.46%	7.50%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-2.60%	8.93%	19.39%	-8.55%	24.27%	14.95%	17.37%	-16.40%	18.39%	13.59%
Benchmk[2,10,11]	-0.40%	9.23%	18.87%	-7.41%	23.37%	13.37%	16.55%	-15.56%	18.16%	12.87%

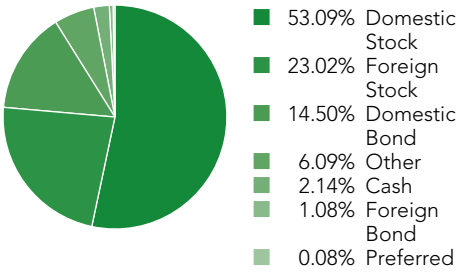
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

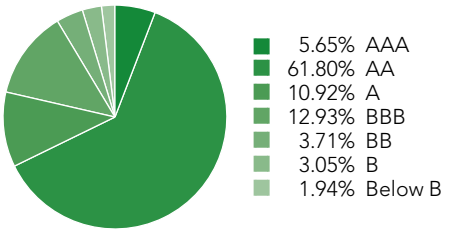
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



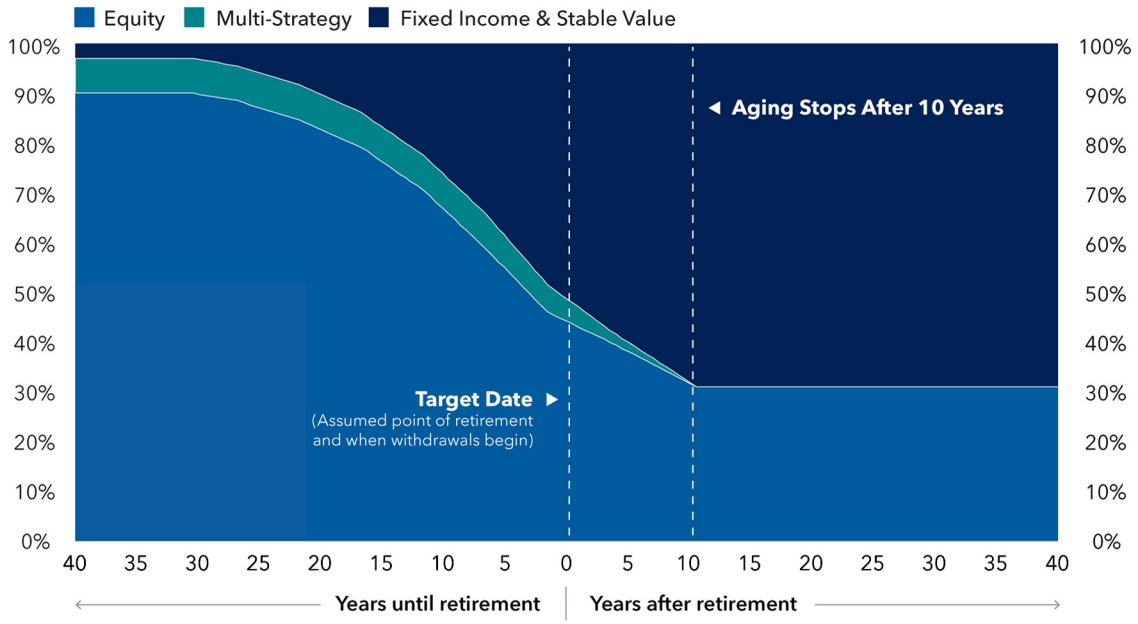
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 3 (out of 183 funds), 4 (out of 157 funds), and 3 (out of 105 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	19.76%
Missionsquare International Fund - Class M	14.36%
Missionsquare Equity Income Fund - Class M	8.10%
Missionsquare Growth Fund - Class M	7.16%
Missionsquare Diversifying Strategies Fd - Class M	6.83%
Missionsquare Growth & Income Fund - Class M	6.33%
Missionsquare Emerging Markets Fund - Class M	5.08%
Missionsquare Core Bond Index Fund - Class M	4.72%
Missionsquare Mid/Small Company Index Fd - Class M	4.40%
Missionsquare Aggressive Opportunities Fd- Class M	3.68%

Represents 80.42% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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2. The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.

3. Holdings is the number of individual holdings owned by the fund.

4. Average Market Cap is a measure of a size of the companies in which the fund invests.

5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

6. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

7. Average Maturity is a measure of a fund's average time until the fund's underlying bonds mature. Generally, longer maturities mean more sensitivity to interest rates.

8. Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

9. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

10. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

11. Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2025 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

12. The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.

13. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

MissionSquare INVESTMENTS

MissionSquare Retirement Target 2045 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B883
Fund Inception Date	01/04/2010
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$969.65 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2045 Index
Gross Expense Ratio	0.52%
Net Expense Ratio	0.52%

Underlying Fund Characteristics

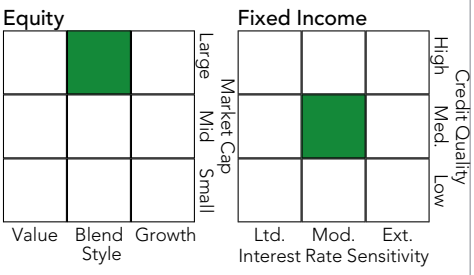
as of 02/28/2025

Number of Holdings[1,3]	26
Weighted Average Market Cap (in millions)[1,4]	$99,972
P/E Ratio[1,5]	21.0
Effective Duration (years)[1,6]	6.36
Weighted Average Maturity (years)[1,7]	9.03

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2045
Overall Morningstar Rating[* 9] (Category size: 180)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	-1.42%	-1.42%	5.14%	5.98%	14.19%	8.23%
Benchmark[2,10,11]	-0.44%	-0.44%	6.12%	6.08%	13.66%	8.19%
Category[1,8,10,11,12]	-0.51%	-0.51%	5.61%	5.64%	13.32%	7.83%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-2.85%	9.19%	20.60%	-8.91%	25.24%	15.76%	18.90%	-16.90%	19.58%	14.99%
Benchmk[2,10,11]	-0.46%	9.54%	19.56%	-7.74%	24.02%	13.66%	17.51%	-15.84%	19.14%	13.58%

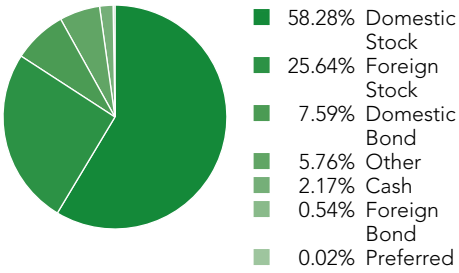
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

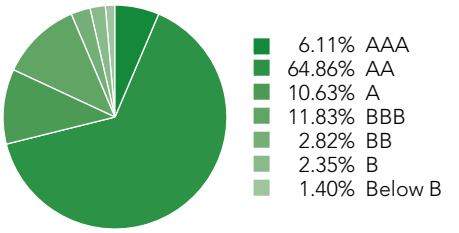
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



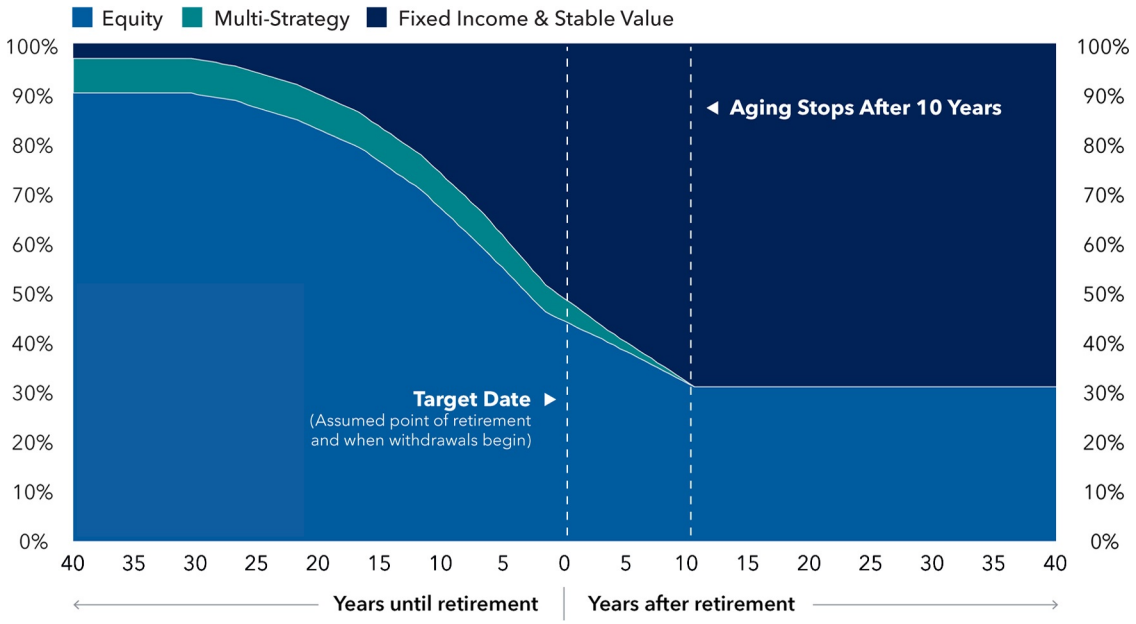
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 3 (out of 180 funds), 4 (out of 156 funds), and 4 (out of 105 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	21.55%
Missionsquare International Fund - Class M	16.67%
Missionsquare Equity Income Fund - Class M	9.02%
Missionsquare Growth Fund - Class M	7.96%
Missionsquare Growth & Income Fund - Class M	6.75%
Missionsquare Diversifying Strategies Fd - Class M	6.74%
Missionsquare Emerging Markets Fund - Class M	5.48%
Missionsquare Mid/Small Company Index Fd - Class M	4.29%
Missionsquare Aggressive Opportunities Fd- Class M	3.69%
Missionsquare Overseas Equity Index Fund - Class M	3.68%

Represents 85.83% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

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5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

6. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

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MissionSquare INVESTMENTS

MissionSquare Retirement Target 2050 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B875
Fund Inception Date	09/10/2012
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$761.54 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2050 Index
Gross Expense Ratio	0.53%
Net Expense Ratio	0.53%

Underlying Fund Characteristics

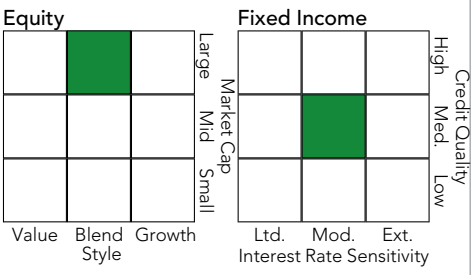
as of 02/28/2025

Number of Holdings[1,3]	24
Weighted Average Market Cap (in millions)[1,4]	$101,113
P/E Ratio[1,5]	21.1
Effective Duration (years)[1,6]	6.55
Weighted Average Maturity (years)[1,7]	9.37

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2050
Overall Morningstar Rating[* 9] (Category size: 181)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized 10 Year
Fund	-1.62%	-1.62%	5.15%	6.20%	14.52%	8.36%
Benchmark[2,10,11]	-0.75%	-0.75%	6.20%	6.27%	14.03%	8.38%
Category[1,8,10,11,12]	-0.84%	-0.84%	5.56%	5.83%	13.67%	7.97%

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	-2.85%	9.35%	20.74%	-9.06%	25.41%	15.95%	19.33%	-17.01%	20.05%	15.57%
Benchmk[2,10,11]	-0.47%	9.74%	20.18%	-7.94%	24.35%	13.86%	17.99%	-15.97%	19.58%	14.30%

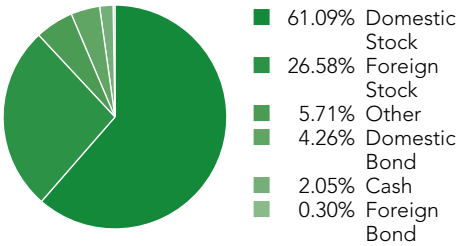
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

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Investment Strategy

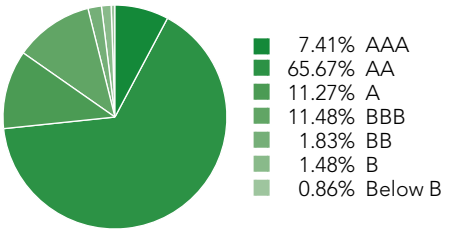
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



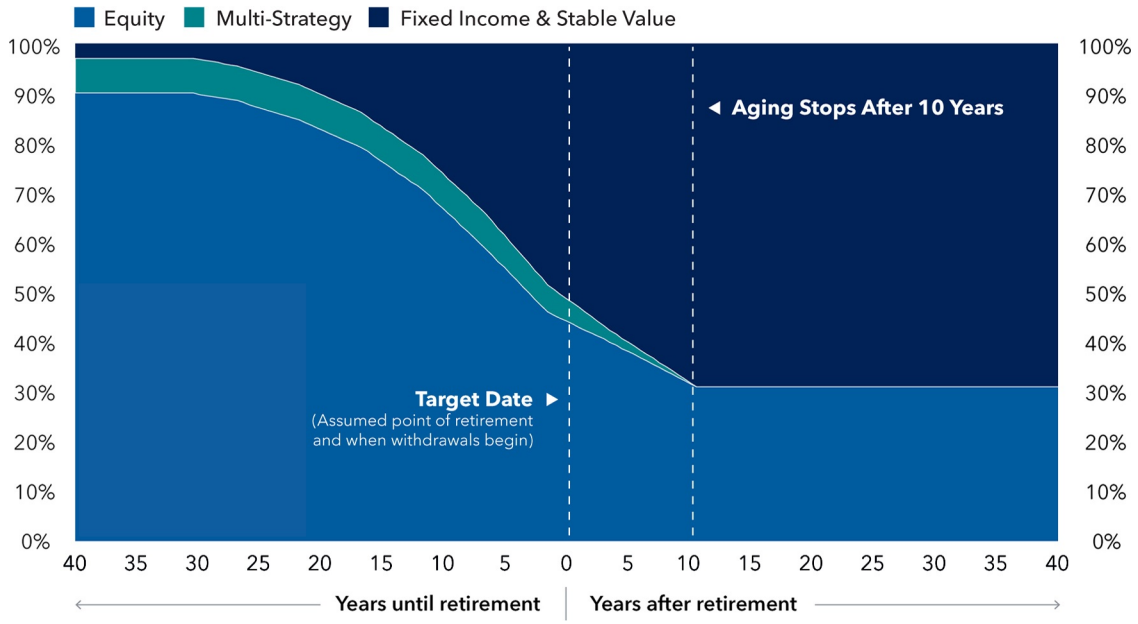
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 4 (out of 181 funds), 5 (out of 157 funds), and 3 (out of 105 funds) stars for the 3, 5, and 10 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	22.55%
Missionsquare International Fund - Class M	17.28%
Missionsquare Equity Income Fund - Class M	9.39%
Missionsquare Growth Fund - Class M	8.30%
Missionsquare Growth & Income Fund - Class M	7.05%
Missionsquare Diversifying Strategies Fd - Class M	6.70%
Missionsquare Emerging Markets Fund - Class M	5.70%
Missionsquare Mid/Small Company Index Fd - Class M	4.33%
Missionsquare Aggressive Opportunities Fd- Class M	3.90%
Missionsquare Overseas Equity Index Fund - Class M	3.82%

Represents 89.02% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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2. The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.

3. Holdings is the number of individual holdings owned by the fund.

4. Average Market Cap is a measure of a size of the companies in which the fund invests.

5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

6. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

7. Average Maturity is a measure of a fund's average time until the fund's underlying bonds mature. Generally, longer maturities mean more sensitivity to interest rates.

8. Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

9. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

10. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

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12. The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.

13. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

MissionSquare INVESTMENTS

MissionSquare Retirement Target 2055 Fund

Investment Objective | High total return consistent with the Fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B867
Fund Inception Date	01/04/2016
Share Class Inception Date	10/19/2018
Fund Net Assets[1] as of 03/31/2025	$461.79 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2055 Index
Gross Expense Ratio	0.54%
Net Expense Ratio	0.54%

Underlying Fund Characteristics

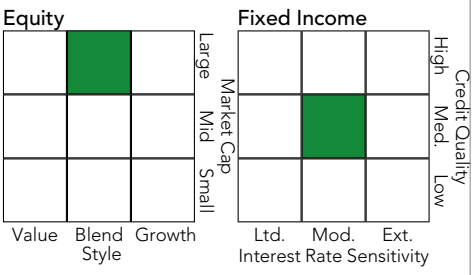
as of 02/28/2025

Number of Holdings[1,3]	21
Weighted Average Market Cap (in millions)[1,4]	$99,478
P/E Ratio[1,5]	21.0
Effective Duration (years)[1,6]	7.23
Weighted Average Maturity (years)[1,7]	10.49

Morningstar as of 03/31/2025

Morningstar Category[1,8]	Target-Date 2055
Overall Morningstar Rating[* 9] (Category size: 181)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized Since Inception
Fund	-1.67%	-1.67%	5.14%	6.21%	14.52%	9.75%
Benchmark[2,10,11]	-0.76%	-0.76%	6.19%	6.28%	14.16%	–
Category[1,8,10,11,12]	-0.77%	-0.77%	5.59%	5.91%	13.86%	–

Calendar Year Performance

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	–	9.52%	20.61%	-8.97%	25.49%	15.75%	19.55%	-17.10%	20.18%	15.54%
Benchmk[2,10,11]	–	9.94%	20.48%	-7.97%	24.48%	13.86%	18.19%	-15.97%	19.62%	14.32%

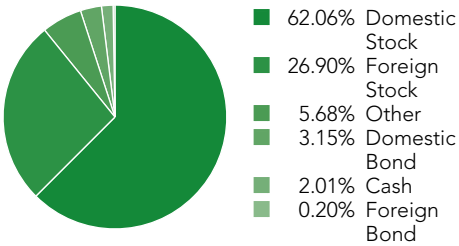
Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

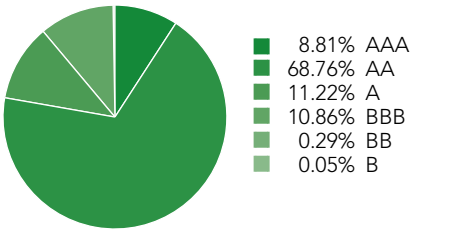
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[13] as of 03/31/2025



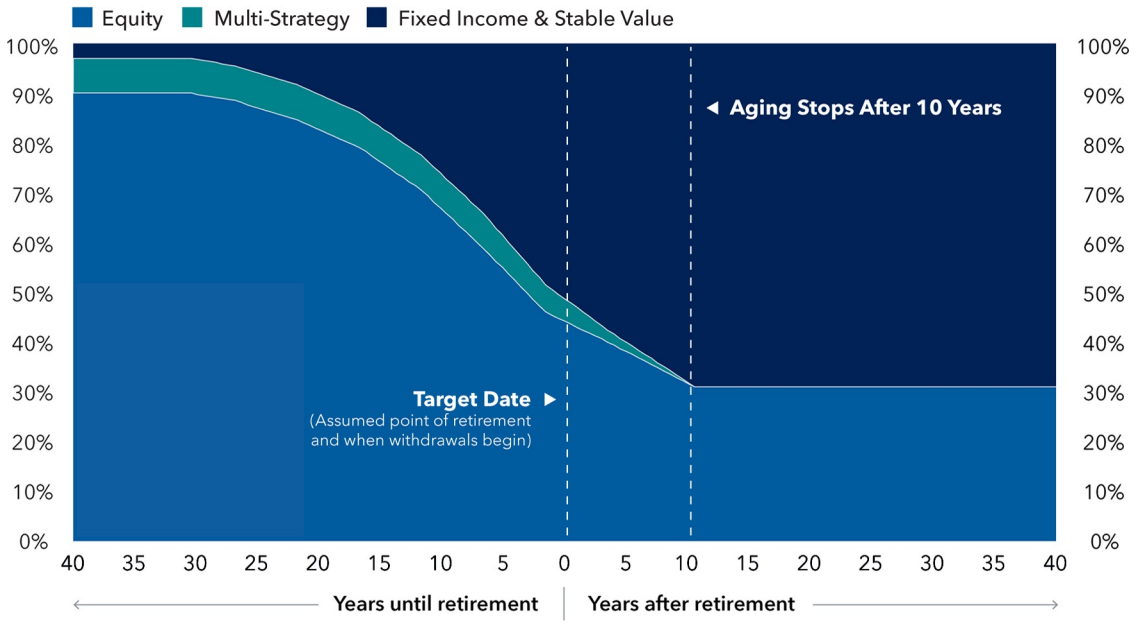
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 3 (out of 181 funds) and 4 (out of 157 funds) stars for the 3 and 5 year periods, respectively.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	21.17%
Missionsquare International Fund - Class M	17.25%
Missionsquare Equity Income Fund - Class M	10.09%
Missionsquare Growth Fund - Class M	8.47%
Missionsquare Growth & Income Fund - Class M	7.24%
Missionsquare Diversifying Strategies Fd - Class M	6.67%
Missionsquare Emerging Markets Fund - Class M	5.74%
Missionsquare Mid/Small Company Index Fd - Class M	4.45%
Missionsquare Aggressive Opportunities Fd- Class M	4.16%
Missionsquare Overseas Equity Index Fund - Class M	4.14%

Represents 89.38% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 07/2016

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 03/2017

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

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The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

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3. Holdings is the number of individual holdings owned by the fund.

4. Average Market Cap is a measure of a size of the companies in which the fund invests.

5. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

6. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

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9. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

10. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

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MissionSquare INVESTMENTS

MissionSquare Retirement Target 2060 Fund

Investment Objective | High total return consistent with the fund's current asset allocation.

Fund Facts

Asset Class	Balanced/Asset Allocation
Share Class	R10
CUSIP	92211B750
Fund Inception Date	06/12/2020
Share Class Inception Date	06/12/2020
Fund Net Assets[1] as of 03/31/2025	$227.43 million
Investment Advisor	MissionSquare Investments
Benchmark[2]	S&P Target Date 2060 Index
Gross Expense Ratio[3]	0.55%
Net Expense Ratio[3]	0.54%

Underlying Fund Characteristics

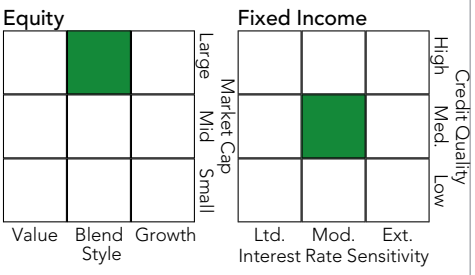
as of 02/28/2025

Number of Holdings[1,4]	21
Weighted Average Market Cap (in millions)[1,5]	$96,863
P/E Ratio[1,6]	21.0
Effective Duration (years)[1,7]	6.02
Weighted Average Maturity (years)[1,8]	8.46

Morningstar as of 03/31/2025

Morningstar Category[1,9]	Target-Date 2060
Overall Morningstar Rating* [10] (Category size: 180)	★★★★

Morningstar Style Box[1]



Performance as of 03/31/2025

	QTD	YTD	1 Year	Annualized 3 Year	Annualized 5 Year	Annualized Since Inception
Fund	-1.62%	-1.62%	5.20%	6.29%	–	11.68%
Benchmark[2,11,12]	-0.89%	-0.89%	6.16%	6.30%	–	–
Category[1,9,11,12,13]	-0.86%	-0.86%	5.47%	5.95%	–	–

Calendar Year Performance

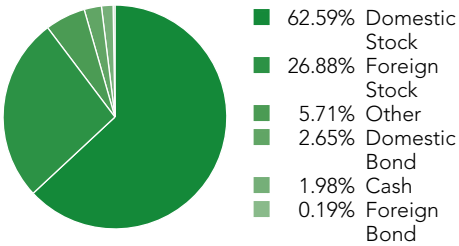
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Fund	–	–	–	–	–	–	19.49%	-16.91%	20.11%	15.67%
Benchmk[2,11,12]	–	–	–	–	–	–	18.05%	-16.01%	19.74%	14.44%

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at www.missionsq.org, or institutions can go to www.investments.missionsq.org.

Investment Strategy

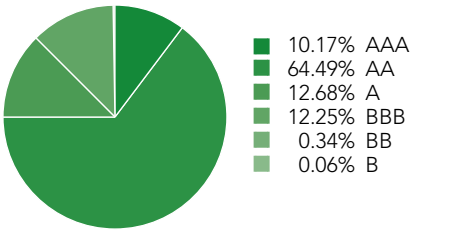
The Fund invests in a combination of other MissionSquare Funds Class M and third party exchange traded funds (ETFs). The Fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 62), in or around the year stated in the Fund's name. As time elapses, the Fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The Fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment advisor believes to be appropriate.

Asset Allocation[1] as of 02/28/2025



Due to rounding, percentages shown may not add up to 100%. Morningstar calculates the Sector or Asset Allocation shown based on the securities owned by the fund.**

Credit Quality[14] as of 03/31/2025



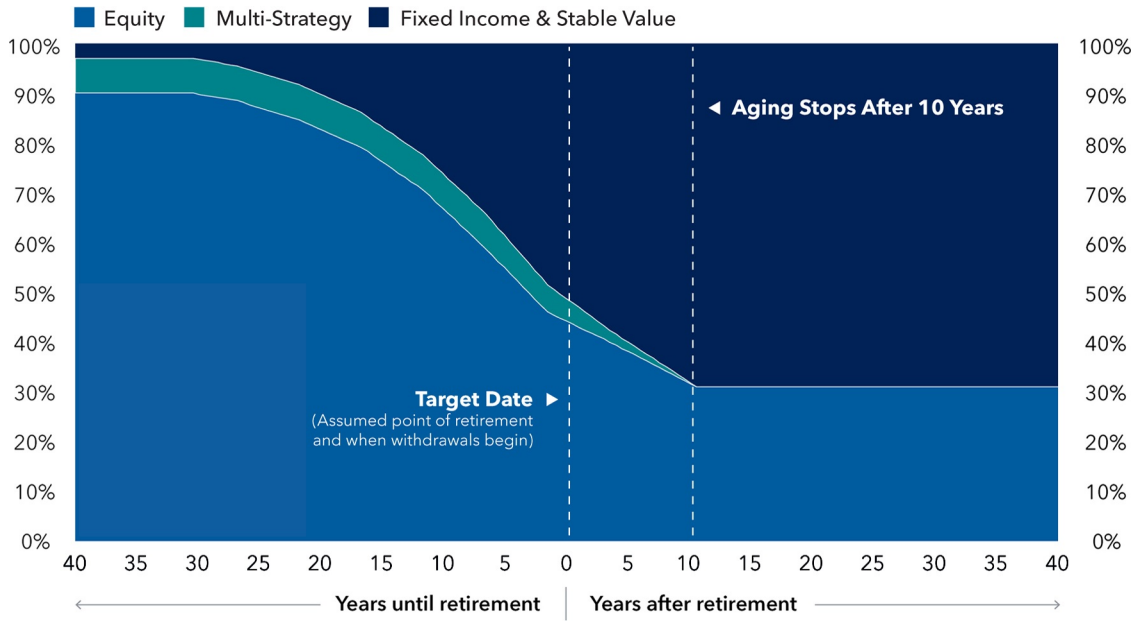
Due to rounding, percentages shown may not add up to 100%. Exposure reflects fixed income securities only.**

* The fund received a Morningstar Rating of 4 (out of 180 funds) stars for the 3 year period.

**A negative allocation is typically the result of derivatives that may be used to manage risk, obtain or adjust investment exposure to segments of the market, or may be more efficient or cost-effective than trading in securities themselves. Please read the fund's disclosure material for more information on derivatives.

Investment Risk: Asset Allocation Risk, Fund of Funds Risk, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk. See the Fund's Disclosure Memorandum for risk descriptions.

Retirement Target Fund Series Glide Path



Top 10 Holdings as of 03/31/2025

	Fund
Missionsquare 500 Stock Index Fund - Class M	20.15%
Missionsquare International Fund - Class M	16.87%
Missionsquare Equity Income Fund - Class M	11.27%
Missionsquare Growth Fund - Class M	8.37%
Missionsquare Growth & Income Fund - Class M	7.26%
Missionsquare Diversifying Strategies Fd - Class M	6.71%
Missionsquare Emerging Markets Fund - Class M	5.80%
Missionsquare Overseas Equity Index Fund - Class M	4.58%
Missionsquare Aggressive Opportunities Fd- Class M	4.56%
Missionsquare Mid/Small Company Index Fd - Class M	4.44%

Represents 90.01% of Total Net Assets.

Portfolio Manager(s)

Doug Cote, CFA
Senior Vice President and Chief Investment Officer
Managed Fund Since: 03/2025

Venkat Balakrishnan, CFA
Managing Vice President
Managed Fund Since: 06/2020

Yang Liu, CFA
Director, Senior Fund Manager
Managed Fund Since: 09/2020

Jonathon Fitzgerald, CFA, CAIA
Director, Senior Fund Manager
Managed Fund Since: 06/2020

Ashish Prasad, CFA
Fund Manager
Managed Fund Since: 04/2024

The MissionSquare Retirement Target Funds (Target Funds) are target date funds. Each Target Fund is a fund of funds that invests in a combination of other MissionSquare Funds and third party ETFs (each an underlying fund). By investing in this way, each Target Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds. The targeted allocation of each Target Fund's assets among underlying funds and the asset classes they represent is determined by MissionSquare Investments (MSQI), the investment advisor to both the Target Funds and the underlying MissionSquare Funds. Over time, MSQI will adjust the asset allocation of each dated Target Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved and investors may lose money investing in the Target Funds. Ten years after the date in the Target Fund's name, it will reach its landing point and its target asset allocation becomes constant. It is expected that when a Target Fund reaches its landing point it will merge with the MissionSquare Retirement Target Income Fund.

The asset allocation changes that occur over time as depicted in the accompanying Glide Path are referred to as neutral targets because they do not reflect decisions that may be made by MSQI to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary from the neutral target by as much as +/- ten percentage points for the fixed income & stable value and equity classes as a result of MSQI's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof, although the multi-strategy asset class will generally not exceed 7 percentage points of the Fund's total assets.

The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

Before investing in the Fund, you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at www.missionsq.org, at www.investments.missionsq.org for institutions, or upon request by calling 800-669-7400.

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2. The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.

3. Differences between the net and gross expense ratios of a fund are typically due to fee waivers, expense reimbursements, and/or expense limits.

4. Holdings is the number of individual holdings owned by the fund.

5. Average Market Cap is a measure of a size of the companies in which the fund invests.

6. Price-Earnings Ratio (P/E ratio) is a measure of how much the fund is paying for the collective earnings of the fund's equity holdings.

7. Effective Duration is a measure of the fund's sensitivity to changes in interest rates. It represents the estimated percentage change in the fund's net asset value (NAV) for a 1% change in interest rates.

8. Average Maturity is a measure of a fund's average time until the fund's underlying bonds mature. Generally, longer maturities mean more sensitivity to interest rates.

9. Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

10. The Morningstar Rating™ for funds, or "star rating", is calculated for managed products (including mutual funds, variable annuity and variable life subaccounts, exchange–traded funds, closed–end funds, and separate accounts) with at least a three–year history. Exchange–traded funds and open–ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk–Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. The top 10% of products in each product category receive 5 stars, the next 22.5% receive 4 stars, the next 35% receive 3 stars, the next 22.5% receive 2 stars, and the bottom 10% receive 1 star. The Overall Morningstar Rating for a managed product is derived from a weighted average of the performance figures associated with its three–, five–, and 10–year (if applicable) Morningstar Rating metrics. The weights are: 100% three–year rating for 36–59 months of total returns, 60% five–year rating/40% three–year rating for 60–119 months of total returns, and 50% 10–year rating/30% five–year rating/20% three-year rating for 120 or more months of total returns. While the 10-year overall star rating formula seems to give the most weight to the 10-year period, the most recent three-year period actually has the greatest impact because it is included in all three rating periods.

11. Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

12. Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2025 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

13. The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.

14. Credit Quality is calculated by MissionSquare Investments (MSQI) and is only one factor that may be considered in assessing the risks of a fixed income portfolio, and it does not provide a complete picture of the credit risks or the dispersion of those risks within a portfolio. MSQI calculates the average based on the Moody's, S&P, Fitch (M/S&P/F) or a combination of the three credit ratings of the underlying securities or wrap providers. Moody's, S&P, and Fitch are Nationally Recognized Statistical Rating Organizations and are not affiliated with MSQI.

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ADMINISTRATIVE SERVICES AGREEMENT

for

City of New Smyrna Beach

Type: ***457***

Account #: ***302386***

Type: ***401***

Account #: ***107990***

MissionSquare
RETIREMENT

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ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) **08/23/2024**, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the ***City of New Smyrna Beach*** ("Employer"), an ***Entity*** organized and existing under the laws of the State of ***Florida*** with an office at ***210 Sams Avenue, New Smyrna Beach, Florida 32168***.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

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AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's

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electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

(a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.

(b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

(c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue

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Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

(a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment

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advisory services to individual participants enrolled in Guided Pathways Advisory Services.

(c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.

(d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer. MissionSquare will provide prior notice, however, to Employer of changes to all third-party vendors MissionSquare retains to provide custom services unique to Employer, and the parties agree that "subcontractor" under this Agreement shall mean such third-party vendors.

(e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

(a) ***Participant Fees.*** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts,

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which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be ***0.15%.***

(b) ***Revenue Requirement.*** MissionSquare shall receive total annual aggregate revenue of ***0.15%*** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 7(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account (an unallocated plan account, which may also be known as a "plan level expense account") described is section 7(c) below.

(c) ***Administrative Allowance Account.*** Amounts collected through the application of the asset-based fee described in section 7(a) above in excess of the Revenue Requirement specified in subsection 7(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the Plan. If Employer makes such a determination, Employer will direct MissionSquare in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether

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the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

(d) ***Revenue Received from Investment Options.*** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 7(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.

(e) ***Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options***. Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party investment options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

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(f) ***Redemption Fees***. Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure documents for the individual investment option and referenced in the MissionSquare Disclosures.

(g) ***Payment Procedures***. All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section ***8*** are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section ***8*** is also based on the assets of the Plan being invested in ***R10*** shares of MissionSquare PLUS Fund and ***R10*** shares of MissionSquare Target Date Funds and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section ***7*** will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by November 20 – Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the

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Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

8. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend ***five (5) years*** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

10. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.

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(c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

11. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

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14. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of ***Florida***, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

16. Public Records

Employer is public agency subject to Chapter 119.0701(2), Florida Statutes. MissionSquare shall comply with Florida's Public Records Law. Specifically, MissionSquare shall:

(a) Keep and maintain public records required by the Employer to perform the service;

(b) Upon request from the Employer's custodian of public records, provide the Employer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law or as may be required to provide the services hereunder for the duration of the Agreement term and, following completion of the Agreement, MissionSquare shall destroy all copies of such confidential and exempt records remaining in its possession after MissionSquare transfers the records in its possession to the Employer, except that MissionSquare may retain copies of such records to satisfy applicable regulatory requirements; and

(d) Upon completion of the Agreement, transfer, at no cost, to the Employer all public records in possession of MissionSquare or keep and maintain public records required by the Employer to perform the services herein. If MissionSquare transfers all public records to the Employer upon completion of the Agreement, MissionSquare shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements except to the extent MissionSquare is

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required to retain copies to satisfy regulatory requirements. If MissionSquare keeps and maintains public records, upon termination MissionSquare shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Employer, upon request from the Employer's custodian of public records, in a format compatible with the information technology systems of the Employer.

IF MissionSquare HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MissionSquare's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE EMPLOYER'S CUSTODIAN OF PUBLIC RECORDS AT:

KELLY MCQUILLEN,CITY CLERK
City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168 386-410-2600

17. E-Verify

MissionSquare certifies that it uses the E-Verify system and is aware of the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) Definitions for this Section.

i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. "E-Verify system" means 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.

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(b) Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security' s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the Employer. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security' s E-Verify System during the term of the contract is a condition of the contract with the Employer; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

18. Scrutinized Companies

MissionSquare its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with

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Activities in Sudan list, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as may be amended, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as may be amended; or

ii. Is engaged in business operations in Syria.

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In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF SMYRNA BEACH

By Heather Kidd 6/21/2024
Signature/Date

By Heather Kidd Human Resources Director
Name and Title (Please Print)

THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT

By _____
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

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Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

(a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.

(b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.

(f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

(i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

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available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

(j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

(k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

(l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.

(m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.

(o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.

(p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.

(q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

MissionSquare Retirement
Proposal regarding the City of New Smyrna Beach Terms & Conditions

MissionSquare has the following comment regarding the Terms and Conditions expressed in the 15-25-HR, Retirement Plan Administration request for proposals. MissionSquare proposes to enter into a contract substantially similar to the existing August 2024 Administrative Services Agreement between MissionSquare and the City.

Section VII. Insurance Requirements: MissionSquare can provide 30 days' notice of cancellation except for cancellation for non-payment, which would be provided upon 10 days' notice.

Section VIII.B. Termination: All termination provisions impact our pricing formula and may trigger withdrawal restrictions or other consequences in certain investment options, such as the MissionSquare PLUS Fund. MissionSquare proposes at least a 60-day notice of termination to allow for a reasonable transfer to a successor provider.

06/30/2025

Attn: Janet Vivian
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: City of New Smyrna Beach FL, RFQ 15-25 HR, Retirement Plan Administration

Dear Ms. Vivian,

Nationwide is pleased to submit our response to City of New Smyrna Beach FL (the "City") Request for Proposal (RFP) to provide Retirement Plan Administration and Record Keeping Services for the 457(b) and 401(a) Plan. We believe Nationwide is the ideal exclusive partner for City and your employees. Three key differentiators drive why we are confident in the products and services we provide.

- **Better Participant Experiences** - We go the extra mile to create personalized experiences, approach every interaction with the empathy, and care your employees deserve in order to help them achieve their retirement goals.
- **Administrative Simplicity** - Our Plan Sponsor Experience provides you with a dedicated Account Manager, and we focus on taking responsibility for the critical processes related to your Plan, alleviating burdens on your staff.
- **Values that Translate to Service** - As a mutual company, our values create a purpose-driven culture resulting in engaged associates committed to serving your employees with the extraordinary care they deserve.

Better Participant Experiences

We are committed to relationship-building and proactive outreach, which helps us influence participant behaviors that lead to improved retirement outcomes. Your experienced relationship team includes:

- **Program Director,** Roland Wilson, will continue as your main point of contact. He will partner with you to set strategic goals, measure our success toward those goals, and be your liaison to our home office.
- **Local Retirement Specialist**, Jeffrey Szak, will work with each employee to educate them on all components and benefits of the Plan, showing how it works in conjunction with other pension, social security, and personal/spousal/partner savings to help them understand where they stand today and assist in putting an action plan in place to prepare for and live in retirement with confidence.
- **Retirement Resource Group (RRG) Retirement Specialists** are available via toll-free lines and mirror the services of your local Retirement Specialist. In addition, Personal Retirement Consultants, many of whom have earned the Certified Financial Planner (CFP) designation, offer employees and their immediate family access to virtual comprehensive retirement planning and analysis services at no additional cost, regardless of account size.
- **Solutions Center Representatives** are available Monday through Friday between the hours of 8 a.m. to 11 p.m. and Saturday from 9 a.m. to 6 p.m. ET, providing the most participant access one can find in the industry today. We do not believe in talk time limits or cross-selling with high-pressure tactics. We focus on helping participants with what matters most to them.

We communicate with your employees through our Participant Engagement Program, which provides a continuous source of personalized, motivational education for participants. This human-centered program puts participant needs first to deliver personalized content, through multiple touch points, which help them plan and make confident decisions at every stage of life. In 2024, this program motivated a:

- 20% increase in the number of conversations with participants
- 33% increase in the number of participants engaging with My Income & Retirement Planner
- 27% increase in the number of participants rolling in assets

**Nationwide Results: 2024 year-end results across ~7200 plans, lift is based on comparison to control group.*

Better participant experiences go beyond education to include industry-leading digital tools and technologies coupled with trust that participant information is protected. With more than 1,000 security and infrastructure associates, Nationwide leads the marketplace in providing superior protection and prevention, allowing participants to have control over their personal information, giving them peace of mind. Our Defense in Depth approach leverages people, process, and technology working together to protect plan and participant data.

Administrative Simplicity

With an emphasis on flexibility and innovative thinking, we can tailor administrative services to your Plan and participant needs. We take on the responsibility for the critical administrative processes related to your Plan like distributions, loans and domestic relations orders, freeing up your staff to focus on what is important to you. In addition to Plan updates, education, and innovative solutions, helping to ensure the Plan's success, you will have access to a wide range of support and services including but not limited to:

- Direct access to the Plan's assigned Account Manager
- A proprietary recordkeeping system that allows us to customize and tailor to your Plan's needs
- 100% U.S.-based support from Account Managers to Solutions Center Representatives
- Same-day response to requests
- Integration with any payroll provider, platform or software

Values that Translate to Service

As a mutual company founded in 1926, we are owned by our members, meaning we have total focus on our clients versus stockholders. Our mission is to protect people, businesses, and futures with extraordinary care. Simply put Nationwide values people over numbers. Our purpose-driven culture at work and in our communities is what makes a meaningful difference that you can see and feel. We are a brand your participants already know and trust.

Nationwide's highly engaged associates are committed to innovation and advocacy which leads to better outcomes for plans and their participants.

- We are the only recordkeeper on the Fortune 100 "Best Companies to Work For" list and People has recognized us as a "Top Company that Cares."
- We continuously collaborate with Plan Sponsors and participants to deliver solutions, technologies, and enhanced experiences.
- Our Government Relations Team works for the best interest of retirement plans and their participants, helping more American workers secure their financial futures.
- Nationwide aims to create a world-class working environment that fosters collaboration and makes everyone feel valued and empowered to do their best work.

A Trusted Partner

For 52 years we have focused on a simple mission: to help America's workers prepare for and live in retirement. Nationwide leverages our experience and expertise to be a forerunner in developing, implementing, and administering defined contribution programs for over 7,000 State, City, County, and Special District Plan Sponsors and more than 24,000 private sector Plan Sponsors across the country. We create lasting change in our communities with a focused approach combining philanthropy, volunteerism, and workplace giving. And we offer higher value at a competitive price. Nationwide goes above and beyond to do the right thing at the right time. We appreciate this opportunity to partner with the City of New Smyrna Beach and to help all of your employees retire well.

Our participant focus, competitive price, and value-added services make choosing Nationwide the clear choice. If you have questions, please contact Greg Watson, Client Acquisition Director, by phone at (614) 435-8428 or email at watsong3@nationwide.com

Sincerely,



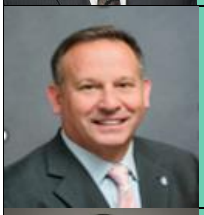
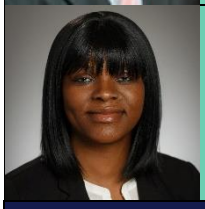
Adam Lacks
Associate Vice President
Retirement Solutions - Finance

Cc: Greg Watson, Client Acquisition Director
Roland Wilson, Program Director

Our mission has never been clearer: to protect people, businesses, and futures with extraordinary care. In our Retirement Solutions business, Nationwide goes above and beyond to do the right thing at the right time, so participants get better outcomes and you get a better partner.

Nationwide goes above and beyond so that participants can feel confident on their journey to and during retirement, and everything we do revolves around driving retirement readiness. Through a combination of onsite and virtual services, Nationwide offers your employees access to personalized consultations and online tools depending on how and when they want to interact with us.

Your retirement program's success and your employees' retirement readiness are dependent on the partner you choose. With Nationwide you have a true partner that will deliver.

Organizational History	
Nationwide Retirement Solutions	Nationwide is an American insurance and financial company founded by farmers in 1926 to collectively protect what mattered most to them. Since then, we have continued our focus on our customers while growing into one of the largest, financially stable financial services companies in America. Within the Nationwide enterprise, Nationwide Retirement Solutions is the largest contributor of assets and top line sales, constituting a significant and growing part of our organization As a Fortune 100 company, currently #75, we have built a diversified business portfolio that provides the financial guarantees to help deliver on our promises. We have grown to be the largest retirement plan provider serving the public sector with over 7,500 government sector retirement plans, and 2.5 million participants, providing them with bundled third-party administrative, recordkeeping, investment services, communication, and education. In addition to the public sector, Nationwide also administers retirement plans in the private sector defined contribution marketplace. In all, we serve 3.1 million total participants with more than $202 billion in retirement plan assets.
Your Dedicated Service Team	
	**Program Director, Roland Wilson,** will continue to serve as the primary contact for the City and is responsible for the oversight and supervision of the Retirement Specialists in his territory. Additionally, he will work with the City to implement the communication and education strategy.
	**Local Retirement Specialist, Jeffrey Szak,** will conduct four pre-transition on-site education days we well as eight annual on-site education days post-consolidation. He will provide individual consultations and enrollment assistance as well as group workshops. In addition to the on-site days, he is available over-the-phone and virtually as well.
	**Account Manager, Lilliane Anderson,** will continue to work closely with the Plan's Program Director and Retirement Specialist to oversee all aspects of the services provided from our Home Office in Columbus, OH. She will help ensure the Plan is administered according to the contract and plan documents, and that processes and enhancements to the Plan is implemented successfully through our corporate office
Our Recordkeeping Platform	
DCdirect	A critical part of our model is our proprietary recordkeeping system, Dcdirect, which was created and designed specifically for retirement plans. The system's capacity design allows for an unlimited number of plans, participant accounts, and investment options, permitting us the flexibility to offer 457(b), 403(b), 401(a), 401(k), and 501(c)(9) plans on one system in a single "plan record".
Plan Implementation	
The City's consolidation will be led by dedicated Transition Manager who will be supported by your local and home office service team representatives. Our first step will be to meet with the Plan after the notification to establish expectations, time frames, and responsibilities for Nationwide, the Plan, and the other current provider. Given the time and level of service we believe this consolidation requires, we propose a conservative 16-week timeline, starting from	

the point you make formal award and provide written notification of termination to your current provider. After award, your Transition Manager will work with you and the other providers to determine the most effective timeline to provide the best experience for you and your participants.	
Participant Support with Education and Guidance	
Personal service from retirement professionals providing support, empathy, and guidance	**Nationwide Retirement Specialists** who are dedicated to supporting and educating your employees who: • Deliver personalized education in ways that work best for participants: in person, over the phone, or virtual • Provide proactive outreach grounded in your Plan design, goals, and participant behavioral insights • Make themselves available for all work locations and shifts because they live and work in communities locally • Offer holistic guidance and education on how Plan assets work in conjunction with pension, Social Security, and other personal/partner/spousal savings • Design a service model that meets your participant where they are whether over the phone, online, or at your worksite Unlimited Virtual Education with our internal **Retirement Resource Group.** These representatives take time to: • Understand participant needs and long-term goals • Help participants determine their comfort with investing • Introduce participants to options and services that can help take the guesswork out of investing through the plan • Personal Retirement Consultants provide personal retirement planning and analysis services at no additional cost
A robust digital experience to enroll, evaluate preparedness, and manage their plan	Our award-winning mobile-responsive website and mobile app, **MyRetirement by Nationwide**, where participants can: • Learn more about their plan's benefits • Enroll and receive nudges for the next best action • Interact with the My Income and Retirement Planner tool to build a blueprint for their retirement savings and full financial wellness • Adjust and optimize their individual saving experience • Learn about investing and financial planning and engage with a wide variety of online webinars for all career stages from new employee to nearing and entering retirement • Understand options at retirement/separation to make an informed personal choice • Online investment advice through the My Investment Planner tool
Investments	
Access to a wide range of investment options	**Investment Options** Our open architecture platform provides access to over 220 fund houses offering nearly 14,000 mutual funds, CITs, and other similar investment vehicles across a wide spectrum of asset classes. Funds can be added or removed from your lineup during any of our periodic release dates scheduled throughout the year, typically one per month. Nationwide will work with the City to add or remove funds outside of the scheduled releases, if desired, and work to establish agreement with fund houses and investment products that are not currently available.

Managed Accounts	
 **"Do it for me" option for participants that want investment help**	**Nationwide ProAccount®** Nationwide ProAccount offers optional professional, discretionary, investment management for individual participants who elect to use the service for an additional fee. ProAccount was designed for participants who prefer the convenience of having their accounts managed by a professional money manager or who simply do not feel they have the time or expertise to do it themselves. Participants who choose to enroll in ProAccount, either online or through a Retirement Specialist's assistance, are assigned a specific portfolio based upon their age, risk tolerance, time horizon, and financial capacity. Participant portfolios can be further personalized based on outside assets, including their pension, spousal assets, social security, etc. For plans that have adopted a Protected Retirement solution, ProAccount will incorporate those in-plan income guarantees to further personalize participant portfolios. ProAccount actively monitors the participant portfolios to help them stay on track towards their retirement goals. Nationwide Investment Advisors, LLC has engaged Wilshire Associates, Inc. as the Independent Financial Expert for the ProAccount service. **Advisor Managed Account (AMA)** Discretionary managed account solutions are available for plan participants who desire professional guidance in managing their self-directed retirement plan account. Nationwide and Morningstar Investment Management LLC (Morningstar) are proud to offer an AMA Service platform for Financial Professionals to provide participants with professional and personalized advice. With AMA services, participants get access to recommendations and ongoing professional investment management to help them stay on track to meet their retirement goals. Quarterly reviews and asset rebalancing occur to assist in maintaining their personalized plan. If a participant no longer wants to utilize the AMA service, they can terminate the service at any time.

Prime Consultant for Additional Information
Greg Watson, Client Acquisition Director

Telephone Number:
(614) 435-8428

Email Address:
Watsong3@nationwide.com

Business Address:
Three Nationwide Plaza
Columbus, OH 43215

Nationwide attests that the information provided is current and factual and we agree to work with the City of New Smyrna to execute on the Request for Proposal together.

Sincerely,



Adam Lacks
AVP, Finance
Nationwide Retirement Solutions, Inc.

Questionnaire Tab 1 – Project Approach & Management

General Information

1. **Provide the contact information for the individual responsible for this project. Please include their name, email and phone number.**

   Name: Greg Watson
   E-Mail: watsong3@nationwide.com
   Phone Number: (614) 435-8428

2. **INCUMBENT(S) ONLY: If your firm is an incumbent provider today, aside from fees/fee structure, summarize any changes your firm is proposing (if any) as a result of this project, discussing the current product / service and the proposed product / service (e.g. change in recordkeeping platform or investment product, changes to service model or service team members, changes to education / participant engagement strategy, etc.) If your firm is not an incumbent, respond N/A.**

   Bringing your participants greater access to the robust education services we provide, our enhanced offer to the City includes eight onsite education days by your local Retirement Specialist, Jeffrey Szak, to obtain the necessary information to make informed decisions on their retirement benefits. In addition to the onsite education days, participants have access to unlimited virtual education provided by our internal Retirement Specialists through the Retirement Resource Group.

   The City currently has the Freedom Pro+ investment lineup which limits the available funds to those Morningstar has selected as fiduciary. Our enhanced offer includes our open-architecture platform with the use of the Nationwide Fixed Account as the stable value solution allowing the City's consultant to prepare a custom investment menu.

   Nationwide's strong relationships within the financial industry enable us to offer access to over 14,000 mutual funds from more than 220 fund managers across a breadth of asset classes. We offer proprietary and non-proprietary stable value options along with the ability to support white-label and custom portfolio offerings.

   To enhance the services currently provided, Nationwide offers a suite of protected retirement income products which are available for the Plan to include in your investment offering. By offering a suite of new and innovative solutions, Plan Sponsors have the flexibility to select the option that's best for their participants:

   Nationwide Indexed Principal Protection: built for participants who are nearing or are in retirement and want to protect their retirement savings from market volatility. The Nationwide Indexed Principal Protection provides principal protection with an opportunity for growth.

   Income America – a Target Date based guaranteed lifetime income investment option that is:

   - Multi-managed and multi-insured to remove proprietary bias
   - Governed by a 3(38)-investment fiduciary selecting the glide path manager, underlying investments, and insurance carriers to manage fiduciary risk
   - QDIA friendly to assist participants in making decisions
   - Guaranteed to pay 5% of lifetime income to solve for longevity risk
   - Collaborative across industry experts to build a unique solution
   - Portable as an IRA in the event the participant separates from service

   NCIT American Funds® Lifetime Income Builder – A target date fund (TDF) series designed to optimize growth potential and deliver lifetime income. The investment is structured as a collective investment trust which consists of a series of target date funds. Based on the participant's year of birth, the investment automatically shifts participants from a TDF that allocates entirely to traditional equity and fixed income holdings to a TDF that includes Lifetime Income Builder – a group fixed indexed annuity with a guaranteed lifetime withdrawal benefit that helps to build and protect future income. This solution may appeal to participants of all ages and savings levels who seek a simple strategy to become more retirement-ready, without sacrificing flexibility or control.

   State Street GTC Retirement Income Builder – A target date fund series designed to optimize growth potential and deliver lifetime income for a defined contribution plan. Each target date fund in the series is structured as a collective

investment fund. The concept may appeal to participants of all ages and savings levels who seek a simple strategy to become more retirement ready, without sacrificing flexibility or control. The funds' sub-investments are passively managed. The TDFs offer a (spousal) joint income option.

To show our dedication to the success of the City's Plan, Nationwide is willing to put $5,000 toward a mutually agreed upon consolidation guarantee and $5,000 toward annual mutually agreed upon performance guarantees. We look forward to working with the Plan to determine mutually agreed upon amounts.

3. **In order to get a picture of your Defined Contribution (DC) book of business, please complete Worksheet A (DC Plan Information).**

   We have completed Worksheet A for your review.

4. **Is your firm proposing a white-labeled recordkeeping / administration solution that looks and feels like your firm, but is actually a third-party? If yes, provide details in the comments section of this response, and respond to questions in this project for the third-party for services their firm will be handling.**

   No. Our proprietary recordkeeping system, DCdirect, was created and developed internally specifically for retirement plans. The system's capacity design allows for an unlimited number of plans, participant accounts, and investment options, permitting us the flexibility to offer 457(b), 401(a), 401(k), 403(b) and 501(c)(9) plans on one system in a single "plan record". The major benefit of this is a single recordkeeping platform that provides a smooth integration of all participants' accounts via an online experience, customer account inquiries, via our participant call center, as well as through our statements. Our recordkeeping system allows us to simplify the participant's experience so that they know what their total account balance is, as well as how each account is performing.

5. **Does your firm or employees of your firm have any potential conflicts of interest or have any personal or business relationships (formal or informal) with the client or its employees, or do you owe any fiduciary duty of loyalty to the client or its employees (beyond those related to the administration of the retirement plan if your firm is the incumbent administrator)? If yes, provide details.**

   No. There are no potential conflicts of interest or personal / business relationships to report. We do not owe any fiduciary duty of loyalty beyond was it necessary as a current administrator of the Plan. As a nondiscretionary provider, we are not a plan fiduciary but will adhere to the prudent person standard of care.

6. **What type of investment platform (product) is your firm proposing in response to this project? Do not propose multiple platforms and only propose a Group Annuity platform if your firm does not have the ability to propose an NAV platform. Please ensure that all responses in this project (including fees) align with your NAV platform.**

   We have been providing investment platform services for 52 years. Our open-architecture platform and Nationwide's strong relationships within the financial industry, enable us to offer you access to over 14,000 mutual funds from more than 220 fund managers across a breadth of asset classes. We are willing to establish agreements with fund houses and investment products that are not currently available through our platform. Timeframes will vary depending on the fund house and the time it takes to establish a trade agreement.

7. **Summarize the service team structure you would propose to work with the Plan Sponsor. We're not looking for specific names of individuals as they often change between now and finalist presentations, however, in your response, be sure to identify which roles are assigned / dedicated (i.e. a Relationship or Account Manager) versus those that are a resource the Plan Sponsor can utilize. Please keep responses to 350 words or less.**

   The service team focused on success of the City's consolidation and on-going service will be dedicated to your Plan. We know many of our competitors push partners and participants to online servicing experiences or ticketing systems via an 800 number before being allowed to engage with a human. With Nationwide, you will have an assigned, dedicated team member to assist you every step of the way. The City's team will include:

   - **Assigned Transition Manager** - will lead the consolidation from MissionSquare to Nationwide and will have overall relationship and functional management responsibilities throughout the transition process and provide

oversight. Once the transition has been successfully completed, the Transition Manager will no longer be a part of the ongoing service.

- **Dedicated Program Director** - serves as the primary contact for the City and is responsible for the oversight and supervision of the Retirement Specialists in his/her territory. Additionally, they will work with the City to implement the communication and education strategy.
- **Dedicated Local Retirement Specialist** - conducts pre-transition workshops as well as ongoing annual onsite education days, provides enrollment assistance, and conducts group workshops. They work closely with the Program Director to execute the communication and education plan developed between the City and Nationwide.
- **Dedicated Account Manager** - works closely with the Plan's Program Director and Retirement Specialist to oversee all aspects of the services provided from our Home Office in Columbus, OH. They help ensure the Plan is administered according to the contract and plan documents, and that processes and enhancements to the Plan are implemented successfully through our corporate office

8. Is the education representative providing guidance or advice to participants? How are these individuals compensated?

Yes.

Nationwide makes investment advice available online through **My Investment Planner**© at no additional cost to participants or the City. The tool provides individualized investment advice using an investment process developed and maintained by Nationwide Investment Advisors, LLC (NIA) who have selected Wilshire as the Independent Financial Expert. Participants complete a six-part questionnaire (the Risk Tolerance Questionnaire) to assess their individual risk tolerance and investment time horizon. Using this information, Wilshire's methodology identifies the appropriateness of one of five unique risk-based profiles for each participant. The tool provides specific investment advice at the fund level using the Plan's investment options. A link will be provided to the "Manage My Account" page.

Retirement Specialists are experienced in navigating the My Investment Planner online tool. They can assist the participant as they log into their account and walk them through the questionnaire. Additionally, they are available to answer any questions about the process and provide education on the investment options and how to make changes to their current and future investment option choices. Participants can also use this online tool themselves via the website and mobile app.

At no cost to the City or employees, Nationwide offers full-service access to professional advice and guidance through the Retirement Resource Group. The Retirement Resource Group is staffed by 40 licensed professionals, internal Retirement Specialists and Personal Retirement Consultants, who maintain the required FINRA registrations and state Life and Health licensing. Nationwide's Retirement Specialists and Personal Retirement Consultants are licensed Investment Advisor Representatives of NIA and offer investment advice. NIA assumes the fiduciary responsibility for the advice provided and the assets under management through its services.

Compensation
Retirement Specialists are compensated by a combination of a base salary (85%) and incentive compensation (15%) to educate participants on Plan features and benefits, Plan services, the underlying investment options, use of the online My Investment Planner tool, individual goals related to servicing the Plan and offering Nationwide ProAccount. Retirement Specialists do not receive a commission, or any form of incentive compensation based on individual participant investment option elections, or other products that are unrelated to the Plan.

Personal Retirement Consultants are compensated 100% by a base salary. Personal Retirement Consultants do not receive a commission, or any form of incentive compensation based on individual participant investment option elections, or other products that are unrelated to the Plan.

9. Regarding participant notices, briefly (in 350 words or less) describe: • Which participant notices will be distributed during the conversion process • Which participant notices will be distributed ongoing • Confirm whether the SOX notice will be distributed to all plan participants

Consolidation Notices
Several months before conversion, if desired, Nationwide will coordinate with the Plan to distribute a customized conversion notice to inform participants of what to expect, and what further communications and guidance they'll receive from Nationwide.

408(b)(2) Notice
Although governmental plans are not subject to ERISA fee disclosure requirements, Nationwide provides Plan Sponsor fee disclosures modeled after the requirements of ERISA 408(b)(2) via the website.

Plan sponsors can view all fees associated with their retirement plan from these four categories: Gross Expense Ratios, Mutual Fund Service Fee Payment information, Redemption Fees, and Recordkeeping fees. A fee explanation guide is available to assist in understanding what is included in the fees associated with your Plan. Options to print and view historical Plan Sponsor Fee Disclosures are available as well.

404(a)(5) Notice
Additionally, Nationwide offers the option of providing participant level fee disclosures modeled after the requirements of ERISA Regulation 404(a)(5) on the website. If you choose to offer access to this disclosure, participants can currently view a Comparative Chart of Investment Options and Annual Operating Expenses modeled upon the corresponding portion of the 404(a)95) fee disclosure requirements.

Automatic Enrollment Notices
If applicable, the required automatic enrollment notices will be sent by mail or electronically to eligible participants.

Fund Change Letters
For a standard fund change, letters are mailed to participants in advance of the fund change and with clear communication about the participant's options in electing other funds or the new fund to which they will be automatically mapped if they chose to take no action.

SOX Notice
No. SOX notices are not applicable for non-ERISA plans.

Questionnaire Tab 1 – Pricing

Recordkeeping Expenses – Plan Expenses

1. **INCUMBENT(S) ONLY: Provide the current fee schedule charged for recordkeeping / administration, including fees charged directly to the Plan Sponsor, fees charged to participant accounts and revenue sharing kept by your firm from the fund lineup on top of fees charged to the Sponsor / Participant. Do not include fees charged to fund an ERISA budget to pay for qualified plan expenses, we're only looking for the fee schedule / revenue your firm is retaining for recordkeeping / administration services. If your firm is not an incumbent, respond "N/A – Our firm is not an incumbent".**

   The City currently has Freedom Pro+ as the investment lineup which includes an administration fee of 0 bps, with Nationwide retaining all mutual fund revenue.

   There are no Plan Sponsor level fees charged to provide recordkeeping / administration services. We have included the participant-level fees that will apply, if applicable.

Participant Loans	
Fee Type	**Amount**
Loan Initiation Fee	$50
Annual Maintenance Fee	$50
Default Fee (annually until repaid)	$50
Insufficient Funds Fee	$25
Schwab Self-Directed Brokerage Account	
Fee Type	**Amount**
Initiation Fee	$50
Annual Administration Fee	$50
Nationwide ProAccount (current fee)	
Value of Assets Under Management	**Annual Program Fee**
The first $99,999.99	0.65%
The next $150,000	0.60%
The next $150,000	0.55%
The next $100,000	0.50%
Assets of $500,000 and above	0.45%
Additional Participant Fees	
Fee Type	**Amount**
Overnight Check Fee	$25

2. **INCUMBENT(S) ONLY: Is your firm proposing a new fee proposal in response to this project? If yes, provide a proposal assuming the fund lineup remains the same as it is today.**

   Yes. Please see questions 12 and 13 for the new fee proposals. The City of New Smyrna is currently in a product with Nationwide that already has a 0 basis points asset fee (cannot be reduced further), with Nationwide retaining all mutual fund service fee payments to fund the value and services provided to the City.

3. **What is your proposed fee for all three plans assuming: • All assets are mapped to funds that do not contain revenue sharing • No proprietary funds are used in the fund lineup • No managed account solutions are utilized Note: Do not refer us to an exhibit, including the fee schedule in the response to this question.**

   0.145% (14.5 basis points) on all plan assets OR $63 per participant account based on 550 total accounts.

4. **What is your proposed fee for all three plans assuming: • All assets are mapped to funds that do not contain revenue sharing • No managed account solutions are utilized • Proprietary funds are used in the fund lineup (specify which proprietary fund(s) is bring proposed and if proposing a new capital preservation option, include a fact sheet about the product that contains the crediting rate, book value, how often the rate resets, cost, liquidation provision.) Note: Do not refer us to an exhibit, including the fee schedule in the response to this question.**

   0.085% (8.5 basis points) on all plan assets OR $36 per participant account based on 550 total accounts. Offer assumes a completely open architecture variable investment lineup and the City's continued use of the Nationwide Fixed Account as the stable value option. The Nationwide Fixed Account will credit 3.00% gross for the first consolidated contract year, with quarterly rate reset thereafter.

   We have provided the Nationwide Fixed Account fact sheet for your review.

5. **Are non-discretionary, directed trustee / custodial services included in your fee proposal (s) or are will additional fees apply? If your company outsources either service, procure a proposal from the firm with which your clients work the most, and provide their fee schedule here.**

   Yes. Nationwide offers optional directed trustee (non-discretionary) or custodial services through the Nationwide Trust Company, FSB, (NTC) at no additional cost to the Plan. NTC's duties are to establish and maintain a trust or custodial account and take direction from the fiduciary or its authorized representative with respect to the administration and investment of the account in accordance with the Plan Document and federal law.

6. **Please list the number of onsite and virtual education days you are including in your fee proposal. If you are providing a set number of education days that can used either onsite or virtually, please specify.**

   Our offer to the City includes four onsite education days during the consolidation phase and eight annual onsite education days with your local Retirement Specialist, Jeffrey Szak. In addition, your participants have access to unlimited over-the-phone or virtual support from our Retirement Resource Group which provides participants with greater opportunity to get education and guidance on their retirement account.

7. **Provide the names of the managed account solution(s) your firm offers enabling participants to receive discretionary account management services.**

   Nationwide ProAccount® – Managed Account Service
   As a Plan Sponsor, you know that the quality of your participants' retirement may depend on how well they manage their retirement investments now and going forward. For participants who are unsure about choosing investments, or who simply lack the time or the desire to do it, Nationwide ProAccount may help keep your participants' retirement plans on track!

   Nationwide ProAccount is a "do it for me" solution for participants who recognize the value of having their accounts managed by a professional money manager. It is made available by NIA, a wholly owned subsidiary of Nationwide Life Insurance Company. NIA provides due diligence and monitoring services that support your efforts to fulfill your investment fiduciary responsibility by serving as a fiduciary for participants using the service.

   NIA uses an investment process developed and maintained by the Independent Financial Expert (IFE) for the program, Wilshire Advisors, LLC (Wilshire), a global investment firm that advises some of America's largest institutional investors. Nationwide Investment Advisors and Wilshire work together to make institutional quality investing services available to your participants.

Nationwide Investment Advisors (NIA)	Wilshire
1. Selects and monitors the Independent Financial Expert (Wilshire). 2. Implements investment advice generated by Wilshire. 3. Monitors the investment strategies used by Wilshire. 4. Provides periodic communications and support.	1. Researches investment strategies and asset classes to build risk-based model investment portfolios. 2. Selects specific investments for the model investment portfolios and adjusts the investment selections and allocations in the respective model portfolios, as needed, relative to applicable time horizons and market conditions.

There is no minimum account balance required for ProAccount, and the fee is deducted from a participant's retirement plan account on a calendar quarter basis, in arrears.

Benefits of Nationwide ProAccount® include:

- The experience of a professional investment firm to manage participant accounts
- In-depth research on fund selection and asset allocation
- Portfolio monitoring and refinement as market conditions change and participant's age
- Periodic adjustments designed to help keep participants on track toward retirement goals
- Communications and updates so participants know what's going on in their account
- Please see the table below for pricing information:

Participants can enroll in Nationwide ProAccount via our website or a hard copy enrollment form. The initial portfolio assignment is based on a concept that measures participants' age and personal tolerance for risk. This is done by participants completing five questions that answer their self-described risk preferences. This initial enrollment process takes no more than a few minutes to complete. These portfolios dynamically de-risk as participants approach retirement and continue to adjust throughout their retirement.

After enrolling in the plan, NIA sends out a welcome kit that includes an extended questionnaire. This questionnaire is optional and consists of nine questions that look to gather additional information about a participant's time horizon and financial tolerance. The following information is requested and reviewed through either the extended questionnaire or via Nationwide's online My Income and Retirement Planner (MIRP) tool to better understand the participant's goals and financial capacity:

Time Horizon	Assets	Income and Savings Sources
• Marital status • Age • Participant Risk Profile • Retirement date • Date to begin distributions • Years in retirement	• Account balance* • Contribution amount • Outside non-plan assets: savings, investment, etc. • Type of assets: pre-tax, after-tax, and non-qualified assets **Spousal assets are included*	• Current annual income and annual increase of income • Social Security • Pension/Defined Benefit • Other recurring investment amounts

Our offer to the City includes enhanced ProAccount pricing:

Nationwide ProAccount (managed account)	
Account Balance	**Pricing Tier**
The first $99,999	0.50%

The next $150,000	0.45%
The next $150,000	0.40%
The next $100,000	0.35%
Assets of $500,000 and above	0.30%

Advisor Managed Account Solution (AMA)
Discretionary managed account solutions are available for plan participants who desire professional guidance in managing their self-directed retirement plan account. Nationwide and Morningstar Investment Management LLC (Morningstar) are proud to offer an AMA Service platform for Financial Professionals to provide participants with professional and personalized advice.

With AMA services, participants get access to recommendations and ongoing professional investment management to help them stay on track to meet their retirement goals. Quarterly reviews and asset rebalancing occur to assist in maintaining their personalized plan. If a participant no longer wants to utilize the AMA service, they can terminate the service at any time.

Participants receive a personalized retirement outlook including:

- A projection of the income they are likely to need in retirement and what their account balance may be, based on their current savings rate
- Recommendations for how much they should save and when they could consider retiring
- Advice on when to take social security benefits
- A personalized asset-allocation strategy
- The ability to personalize the plans based on a variety of details, including when they want to retire, how much money they will need, other retirement accounts, and spousal information
- A 90-day trial period to see if AMA is right for them. If the participant terminates the service during the 90-day trial period, the AMA service fee will be remitted back to their retirement account.

AMA services provide the recommendations for plan participants, adjusts the strategy as needed, and takes care of the ongoing details of managing their retirement portfolios. This discretionary service is available to participants for an annual fee, deducted quarterly from their retirement account.

Participants can access the AMA service through a link on Nationwide's participant website, once they have logged in. Participants are asked to confirm some information about themselves and their financial situation, and they receive a personalized outlook for their retirement future. This can help them answer questions such as:

- How much money do I need in retirement?
- When will I be able to retire?
- How much money should I be saving now?
- How much risk should I take on?
- What investments should I choose?

The AMA service takes many aspects into account, including age, financial situation, other sources of income, etc., and runs simulations to build a plan for the participant's retirement goals and creates a savings plan that's completely customized for them.

The plan's Financial Professional is responsible for constructing plan-level portfolios and approving the Participant Portfolio Assignment methodology determined by Morningstar. As recordkeeper, Nationwide implements the portfolio assignment direction in participant accounts.

In addition to fees assessed by the City's Financial Professional, Nationwide will receive a fee of 0.17% and Morningstar will receive a fee of 0.17% for offering access to the AMA Service platform.

8. **BIDDERS ONLY: If this project resulted in a change of recordkeepers, does your firm has the capability to map the current managed account assets and participants to a managed account solution on your platform, or will participants need to electively choose to re-enroll themselves? If mapping can occur, will all personalized information input by the participant into the current managed account engine (e.g. risk tolerance, assets held outside the Plan, partner information, etc) be mapped over a well?**

   Yes. At the City's direction, we can map current managed account participants into ProAccount.

   No. During the consolidation process, participants currently enrolled in the managed account with MissionSquare will receive communications asking them to complete a risk assessment. We do not automatically map over personalized information such as their current risk tolerance.

9. **Would there be a pricing concession based on the inclusion and / or utilization of managed accounts? If so, please specify what the concession would be and if the same concession would apply across all managed account solutions that your firm offers.**

   Yes.

   ProAccount: we can offer a 0.02% reduction on all plan assets based on what the impact of the combination of products and services (including ProAccount) will have on plan asset growth.

   Advisor Managed Accounts: we can offer a 0.01% reduction on all plan assets.

10. **Are there any Plan Sponsor paid fees related to offering managed accounts to participants? If yes, provide details.**

    No. There is no cost to the Plan Sponsor for offering the Nationwide ProAccount managed account solution or the Advisor Managed Account solution.

11. **Provide the participant managed account fee schedule(s). Do not refer us to an exhibit, please include them in this response.**

    ProAccount: Our offer to the City includes enhanced pricing for Nationwide ProAccount. Please see the table below for pricing information:

Nationwide ProAccount (managed account)	
Account Balance	**Pricing Tier**
The first $99,999	0.50%
The next $150,000	0.45%
The next $150,000	0.40%
The next $100,000	0.35%
Assets of $500,000 and above	0.30%

    Advisor Managed Account: In addition to fees assessed by the City's Financial Professional, the assets of participants using this service are assessed a fee of 0.17% by Nationwide and a fee of 0.17% by Morningstar.

Questionnaire Tab 2 – Experience and Qualifications

Defined Contribution / Deferred Compensation ("DC") Plan Information

	PLANS	ASSETS	PARTICIPANTS
DC Plans Administered	29,030	$202.9 billion	3,110,075
Governmental Plans Administered	7,575	$162.0 billion	2,507,886
Comments pertaining to the above sections (optional):		Not applicable.	

DC Plan Breakdown

	NUMBER OF DC PLANS
DC Plans with ≤ 500 participants	28,481
DC Plans with 501-1,000 participants	248
DC Plans with 1,001 – 2,500 participants	187
DC Plans with 2,501 – 5,000 participants	59
DC Plans with 5,001 – 10,000 participants	23
DC Plans with 10,001 – 19,999 participants	14
DC Plans with ≥ 20,000 participants	18
Total DC Plans	29,030
Total DC Plans in cell C4...please make sure this matches the number in the cell above this one	29,030
Comments pertaining to the above sections (optional):	N/A

Nationwide References

Plan Name	City of Lagrange
Plan Contact	Tina Treadwell, HR Manager; (706) 883-2098; ttreadwell@lagragega.org
Date of Contract	Client since: 8/1993
Plan Size	Assets: $14 Million; Participants: 545

Plan Name	City of Marietta GA
Plan Contact	Keisha Register, Director of HR & Risk Management; (770) 794-5567; kregister@mariettaga.gov
Date of Contract	Client since 7/1979
Plan Size	Assets: 43 Million; Participants: 552

Plan Name	Dekalb County GA
Plan Contact	Larry Jacobs, Asst. Finance Director; (404) 371-2050; lcjacobs@dekalbcountyga.gov
Date of Contract	Client since: 8/1980
Plan Size	Assets: $258 Million; Participants: 6,869

Nationwide – Potential Conflict of Interest

There are no potential conflicts to report as part of the City of New Smyrna Beach FL Request for Proposal requirements.

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Retirement Plan Administration**

Project ID: **RFQ 15-25-HR**

Company Name: Nationwide Retirement Solutions, Inc.

Print Authorized Officer Name & Title: Adam Lacks, AVP, Finance

Signature Authorized Officer: 

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	x
City of NSB Form: Vendor Information Form	x
City of NSB Form: Vendor Summary Form	x
City of NSB Form: Completed W9	x
City of NSB Form: Statement of Insurance	x
City of NSB Form: Public Entity Crime Information Statement	x
City of NSB Form: Disputes Disclosure	x
City of NSB Form: Drug Free Workplace Certification	x
City of NSB Form: Sworn Statement	x
City of NSB Form: Non-Collusion Affidavit	x
City of NSB Form: E-Verify	x
City of NSB Form: Human Trafficking Affidavit	x
City of NSB Form: Conflict of Interest	x
City of NSB Form: Organizational Information	x
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	x
City of NSB Form: Signed Addendums (if applicable)	x
Copy of Sunbiz Registration with Active Status	x

City of New Smyrna Beach

RFQ 15-25-HR, Retirement Plan Administration

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
C. Alexis Cousineau	AVP, Operations - Retirement Solutions	(614) 435-2826
Adam Lacks	AVP, Finance - Retirement Solutions	(614) 435-5700

Adam Lacks

Print Name

 AVP, Finance

Signature/Title)

Nationwide Retirement Solutions, Inc.

Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____x_____ Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 73-0948330

VENDOR INFORMATION

BID #:	RFQ 15-25-HR
BID TITLE:	Retirement Plan Administration

Respondent Information	
Company Name: Nationwide Retirement Solutions, Inc.	Federal Employer Identification Number or SS Number: 73-0948330 DUN Number:
Mailing Address: Three Nationwide Plaza	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code: Columbus, OH 43215	Incorporated in the State of: Delaware
Corporate Address: Three Nationwide Plaza	What kind of business: "For Profit" or "Not for Profit" For Profit
	Is Firm in good standing: (Yes) or No
City, State, Zip Code: Columbus, OH 43215	Authorized to transact business in Florida (Yes) or No
Telephone No. 877-677-3678	State of Florida Department of State Certificate of Authority Document No: P09895
Email Address: nrsforu@nationwide.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Eric Stevenson
Vice President: Steve Ginnan and Denise Skingle
Secretary: Denise Skingle
Treasurer: Steve Ginnan
Other: _____
Other: We have included a full list of NRS Officers

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

Adam Lacks
Printed Name

Title: AVP, Finance

Date: Jun 25, 2025

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: x

DATE: 6/25/2025

VENDOR NAME: Nationwide Retirement Solutions, Inc.

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Current 457(b) Retirement Plan Provider

DEPARTMENT:

PREPARED BY:

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
Three Nationwide Plaza	Three Nationwide Plaza	Three Nationwide Plaza
ADDRESS	ADDRESS	ADDRESS
Columbus, OH	Columbus, OH	Columbus, OH
CITY/STATE	CITY/STATE	CITY/STATE
43215	43215	43215
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Adam Lacks

E-MAIL: lacksa3@nationwide.com

OFFICE PHONE: (614) 435-5700

FAX: n/a

MOBILE PHONE: n/a

FEDERAL TAX ID#: 73-0958330

DUNS Number:

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

NATIONWIDE RETIREMENTS SOLUTIONS, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

ONE NATIONWIDE PLAZA, 1-3-404

Requester's name and address (optional)

6 City, state, and ZIP code

COLUMBUS, OHIO 43215

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	3	–	0	9	4	8	3	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Dan P. Epley **Date** 1/8/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

Nationwide Retirement Solutions, Inc.

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

AVP, Finance

OFFICER TITLE

6/25/2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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 __x__

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 __x__

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__x__NO _____ Nationwide protested a contract award to a new vendor to ensure the service fees were accurately calculated and compared. Our request was denied.

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 # RFQ - 15 - 25 - HR described as:

Retirement Plan Administrator

Nationwide Retirement Solutions, Inc.	6/25/2025
Firm	Date
AVP, Finance	Adam Lacks, AVP, Finance
Authorized Signature and Title	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: 6/25/2025

Authorized Signature

Adam Lacks, AVP, Finance

Print Name and Title

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

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.



AVP, Finance

Authorized Signature and Title

Date: 6/25/2025

Adam Lacks, AVP, Finance

Print Name and Title

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 Adam Lacks, AVP, Finance
(Print Individual's Name and Title)
for Nationwide Retirement Solutions, INc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Nationwide Retirement Solutions, Inc.

and (if applicable) its Federal Employer Identification Number (FEIN) is 73-0948330

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).

_x_ 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 25 day of June 2025

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Ohio

My commission expires: 8/8/2027

JENNIFER FORCE, NOTARY PUBLIC
COMM. EXP. 8/8/2021
STATE OF OHIO

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Ohio

County of Franklin

Adam Lacks, being first duly sworn, deposes and says that:

He/she is AVP, Finance of Nationwide Retirement Solutions, Inc., 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

AVP, Finance

Title

Subscribed and sworn to before me this 25 day of June, 2025

Jennifer Force

Notary

Title

My Commission Expires: 8/8/2027

JENNIFER FORCE, NOTARY PUBLIC
COMM. EXP. 8/8/2027
STATE OF OHIO

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: Nationwide Retirement Solutions, Inc.

Consultant E-Verify Registration Number: Client Company ID 353909

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: Adam Lacks

Print Name: Adam Lacks

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 25 Day of June, 2025. She/He is personally known to me or has produced _____ as identification.

JENNIFER FORCE, NOTARY PUBLIC
COMM. EXP. 8/8/2027
STATE OF OHIO

Jennifer Force
Notary Public

My commission expires: 8/8/2027

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Nationwide Retirement Solutions, Inc.

Authorized Signature: _____ Date: 6/25/2025

Printed Name: Adam Lacks

Title: AVP, Finance

STATE OF Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25 day of June, 2025 by Adam Lacks, as AVP, Finance on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

JENNIFER FORCE, NOTARY PUBLIC
COMM. EXP. 8/8/2027
STATE OF OHIO

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: 8/8/2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna beach

Before me, the undersigned authority, personally appeared Adam Lacks

who was duly sworn, deposes, and states:

1. I am the AVP, Finance of Nationwide Retirement Solutions, Inc. with a local office in Columbus, OH (City & State) and principal office in Columbus, OH (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 15-25-HR, Retirement Plan Administration.**
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.

Adam Lacks
Typed Name

AVP, Finance
Title

Signed

6/25/2025
Dated

Sworn to and subscribed before me this 25 day of June 2025.

Personally known x OR produced identification ____. Identification type: _____

Notary Public: State of Ohio County of Franklin

Jennifer Force
Printed, typed, or stamped commissioned name of notary public

My commission expires: 8/8/2027

JENNIFER FORCE, NOTARY PUBLIC
COMM. EXP. 8/8/2027
STATE OF OHIO

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[x] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Delaware	
Principal Place of Business (Enter Address)	Three Nationwide Plaza, Columbus, OH 43215	
Federal I.D. Number	73-0948330	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Nationwide Retirement Solutions, Inc.

Mailing Address: Three Nationwide Plaza, Columbus, OH 43215

Telephone Number: 877-677-3678 Fax Number: n/a E-mail Address: nrsforu@nationwide.com

Authorized Signature	Printed Name	FEIN
	Adam Lacks	73-0948330

AVP, Finance — Title

6/25/2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Nationwide Retirement Solutions, Inc.

FEIN: 73-0948330

Authorized Representative Name and Title: Adam Lacks, AVP, Finance

Address: Three Nationwide Plaza

City: Columbus State: OH Zip: 43215

Phone Number: 877-677-3678 Email Address: nrsforu@nationwide.com

Certified By: Adam Lacks AVP, Finance ,

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



Return to Detail Screen

Events

NATIONWIDE RETIREMENT SOLUTIONS, INC.

Document Number	P09895
Date Filed	04/23/1986
Effective Date	None
Status	Active

Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	11/18/1998		OLD NAME WAS : PUBLIC EMPLOYEES BENEFIT SERVICES CORPORATION

Return to Detail Screen

State of Florida
Department of State

I certify from the records of this office that NATIONWIDE RETIREMENT SOLUTIONS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 23, 1986.

The document number of this corporation is P09895.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 21, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of June, 2025

Secretary of State

Tracking Number: 8198594469CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Docusign Envelope ID: 3AED8F0C-041F-4B94-91D9-0C2035A27283

NATIONWIDE RETIREMENT SOLUTIONS, INC.
Secretary's and Incumbency Certificate

I, Mark E. Hartman, the duly elected, qualified, and acting Assistant Secretary of Nationwide Retirement Solutions, Inc. (the "Company") hereby certify that the following is a true and complete copy of Article VII, Section 9 of the Amended and Restated Bylaws of the Company, dated June 17, 2008, (the "Bylaws"), and that the Bylaws have not been amended, altered, or repealed, and are now in full force and effect:

ARTICLE VII
Duties of Officers

Section 9. Execution of Instruments. In addition to the Chief Executive Officer, President, Treasurer and Secretary, any vice president, assistant secretary or assistant treasurer shall have the power and authority to sign all approved documents, instruments, contracts or other papers in connection with the operation of the business of the Company; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

I further certify that the persons listed on Exhibit A have been duly elected, qualified, and are acting officers of the Company, holding the office set forth opposite their respective names.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the corporate seal of the Company this 27th day of June, 2025.

Nationwide Retirement Solutions, Inc.
CORPORATE SEAL

DocuSigned by:
Mark E. Hartman
8C41451D9E0E429...

Mark E. Hartman
Assistant Secretary

Exhibit A

Name	Title
Stevenson, Eric Ray	President
Ginnan, Steven Andrew	Senior Vice President and Treasurer
Skingle, Denise Lynn	Senior Vice President and Secretary
Dunlap, Amelia M.	Vice President-NF Retirement Plans Marketing
Garman, David A.	Vice President and Assistant Secretary
Schafer, Harold C.	Vice President-Bus Development & Program Mgmt - RS
Scheiderer, Kevin Paul	Vice President-Chief Tax Officer
Sutch, Anthony Laurence	Vice President and Assistant Treasurer
Anderson, Brenda C.	Associate Vice President-Retirement Solutions Sales - Retention
Baer, Douglas	Associate Vice President-Operations - RS
Bilo, Robert A.	Associate Vice President-Acquisition & Strategic Relationships
Cousineau, Carolyn Alexis	Associate Vice President-Operations - Retirement Solutions
Foster, Carlos A.	Associate Vice President-Retirement Solutions Sales - Retention
Francis, Jeffrey J.	Associate Vice President-Retirement Solutions Sales - Retention
Hacker, Hope C.	Associate Vice President and Assistant Treasurer
Kilbane, John C.	Associate Vice President-Product Development - Retirement Solutions
Lacks, Adam R.	Associate Vice President-Finance - Retirement Solutions
Metzger, Chad	Associate Vice President-Retirement Solutions Sales - Retention
Moore, Catherine M.	Associate Vice President-Operations - RS
Moreno, Louis	Associate Vice President-Retirement Solutions Sales - Retention
Morris, Kent	Associate Vice President-Retirement Solutions Sales - Retention
Radabaugh, Nathan	Associate Vice President and Assistant Treasurer
Stanton, Christopher Scott	Associate Vice President-Compliance - Retirement Solutions
Walker, Tonya G.	Associate Vice President and Assistant Treasurer
Dokko, David H.	Assistant Secretary
Hartman, Mark E.	Assistant Secretary

ADDENDUM 1
RFQ 15-25-HR: RETIREMENT PLAN ADMINISTRATION
June 2, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFQ 15-25-HR, Retirement Plan Administration,** issued June 2, 2025.

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.

Questions/Answers:

1. **Question:** Please confirm the Questionnaire that needs to be completed for the RFQ. The Excel questionnaire provided does not show two tabs: Tab1 - Project Approach and Management, Pricing or Tab 2 - Experience and Qualifications.

   Answer: Attachment D has been revised to include both Tabs 1 & 2.

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): Adam Lacks, AVP, Finance Proposer Signature: _____

Nationwide Retirement Solutions, Inc.

Firm Name (Please Print)

ADDENDUM 2
RFQ 15-25-HR: RETIREMENT PLAN ADMINISTRATION
June 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to **RFQ 15-25-HR, Retirement Plan Administration,** issued June 2, 2025.

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 date: The Scoring of proposals is rescheduled to 4:00 PM on July 17th.**
- **Attachment D has been updated to include a file with no password protection**

Questions/Answers:

1. **Question:** Does the Plan want the Questionnaire to be returned in the provided Excel spreadsheet in addition to PDF format?

   Answer: Yes. The Excel spreadsheet especially is required.

2. **Question:** Can you please identify the number of unique participants with a balance across the plans? Asked differently, how many participants have two accounts, both a 457(b) and 401(a) account?

   Answer: 113 estimate number of unique participants.
   401(a) Has 194 active employees participating. 457(b) Plans have 166 active employees participating.

3. **Question:** How many education days is the City currently receiving? Are these on-site or virtual?

   Answer: Nationwide has conducted 1 on-site meetings in the past 2 years. MissionSquare is on-site 2 times per year, and virtual as needed.

4. **Question:** How many education days would the city like to receive from the new recordkeeper? If on-site, how many locations will require visits?

   Answer: The City would like at least quarterly visits, possibly 2 days per visit.

5. **Question:** How many participants are in the Nationwide plan?

   Answer: As of 6/17/2025, there are 73 participants.

6. **Question:** What is the Nationwide MVA currently?

   Answer: $71,000 as of June 18, 2025

7. **Question:** The first question in the general information of the questionnaire is password protected. Please provide the password.

   Answer: Removed and file updated (attached)

8. **Question:** Please provide the number of participants that overlap between the 457(b) and 401(a) plans.

   Answer: See response to Question #2 above.

9. **Question:** How many education days should be included?

   Answer: See response to Questions #3 and #4 above.

10. **Question:** How many days of onsite service are currently provided.

    Answer: See response to Questions #3 and #4 above.

11. **Question**: Please confirm Tab 1, Project Approach & Management are under general Information questions 1-9 Tab Questionnaire.

    Answer: The Project Approach & Management corresponding questions are #1 - #9 (excluding #3) under the first tab ‘Questionnaire’ of the excel spreadsheet.

12. **Question:** Please confirm Tab 1, Pricing are questions under Recordkeeping Expenses, Plan Expenses questions 10-20 Tab Questionnaire.

    Answer: The pricing score will be based on responses to questions #10 - #20 on the first tab 'Questionnaire' of the excel spreadsheet.

13. **Question:** Please confirm if Tab 2 Experience and Qualifications is the A-DC Plan Information Tab.

    Answer: Yes. The questions under Tab 2 'A-DC Plan Information' correspond to the Experience & Qualifications scoring.

14. **Question:** Please provide the number of unique participants across all plans.

    Answer: See response to Question #2 above.

15. **Question:** The 401(a) provides a match on employee contributions to the 457. The 457(b) shows 112 active participants with Mission Square and 44 active participants with Nationwide or 156 active participants total. The 401(a) plan shows 187 active participants. Please confirm the discrepancy in numbers. Does the 401(a) have 31 participants with a balance that have stopped contributing to the 457(b) plan?

    Answer: There is an employer (non-elective) contribution made in the 401(a) Plan for general employees. There is also an employer match that gets deposited to the 401(a) based on the employee's contribution in either the MissionSquare 457(b) or Nationwide 457(b) Plan. The employer contributions in the 401(a) Plan are for general employees only. However, all employees can defer into the 457(b) Plan.

16. **Question:** Do full time employees participate in FRS?

    Answer: No.

17. **Question:** Please provide asset breakdown by age demographic (assets with participants <30, 30-39, 40-49, 50-59, 60+)

    Answer: Information not readily available and not necessary for purposes of this pricing request.

18. **Question:** Please provide number of participants by age demographic (total participants <30, 30-39, 40-49, 50-59, 60+)

    Answer: Information not readily available and not necessary for purposes of this pricing request.

END OF ADDENDUM 2

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): Adam Lacks, AVP, Finance Proposer Signature: 

Nationwide Retirement Solutions, Inc.

Firm Name (Please Print)

Nationwide Fixed Account

Group Annuity Contract

Retirement Solutions

Fact sheet

Q1 2025
AS OF 03/31/25

The Nationwide Fixed Account[1] is a General Account Product that seeks to provide a low-risk, stable investment option offering consistently competitive returns for retirement plan investors.

Plan Liquidity
- Five-year book value payout
  or
- Subject to a market value adjustment (MVA)

Participant Liquidity
- Fully liquid or with restrictions for a higher crediting rate
- Subject to 90-day equity wash if competing funds are offered

Crediting Rates
- Quarterly reset
- Pooled investment

Available to All Contractually Applicable Retirement Plans, Including:
- Governmental 457(b)

Investment Objective & Strategy

The General Account is managed by a team of investment professionals with deep market knowledge, multi-asset class capabilities, and broad market cycle experience. The team uses a disciplined, research-driven approach, supported by a robust risk management framework, to provide diversification and strong risk-adjusted returns.

Investment Information

Fund inception	01/10/1931
Total Market Value (Billions)	$56.86
Total Number of Unique Holdings	6,204
Average Quality	A-
Weighted Average Maturity	10.2 Years
Weighted Average Life	8.0 Years
Effective Duration	5.12 Years
Market to Book Ratio[2]	95%

Fees and Expenses

Spread-Based General Account

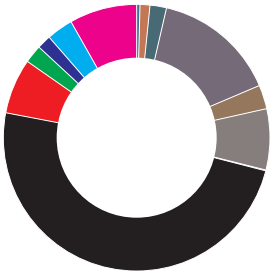
Portfolio Manager

David Fritz, CFA, Tenure since 1999

Net Crediting Rate

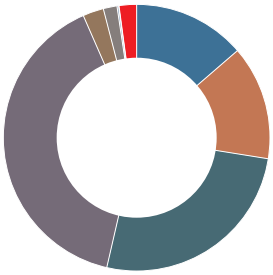
The rate currently being credited to your account can be found on your statement, on the web at NRSFORU.com or by contacting our solutions center at 1-877-677-3678.

Investment Allocation (%)



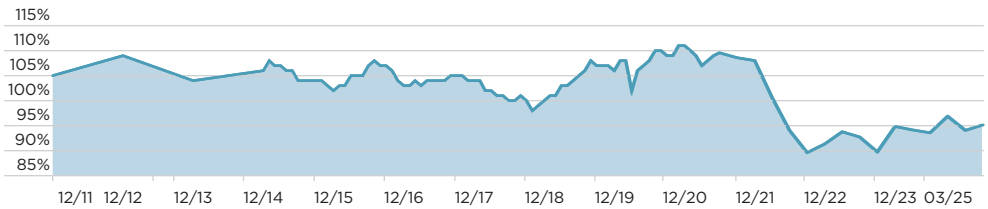
ABS	0.4%
Agency MBS	1.2%
CMBS	2.0%
CML	15.0%
EMD	2.9%
Equity/Alts/Other	7.4%
Government	0.1%
Investment Grade Corp	49.0%
Municipal	6.7%
Non-Agency MBS	2.2%
Non-Investment Grade	1.7%
Short Term	3.2%
Structured Credit	8.2%

Credit Quality (%)



AAA	13.7%
AA	13.9%
A	26.1%
BBB	39.8%
BB	2.5%
B	1.7%
CCC	0.2%
Below CCC	0.0%
Not Rated	2.1%

Market-to-Book Ratio Over Time (12/31/11-03/31/25)



Nationwide Life Insurance Company Ratings[3]

	Standard & Poor's	A.M. Best	Moody's
Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company	A+	A+	A1
	Affirmed 4/30/24 Fifth highest of 21 ratings	Affirmed 12/7/23 Fifth highest of 21 ratings	Affirmed 11/10/23 Second highest of 16 ratings

[1]Nationwide Fixed Account is backed by the General Account of Nationwide Life Insurance Company and is backed solely by the claims paying ability of Nationwide Life Insurance Company. Information about the securities held in the General Account does not imply ownership by plan participants or by plan sponsors as the owners of the group annuity contract. This account is not a mutual fund.
[2]The market to book ratio is specific to the Nationwide Life Insurance Company and represents assets on an aggregate basis. However, each product contract experiences its own ratio that differs from the aggregate. The market to book ratio may fluctuate from time to time in accordance with market trends.
[3]These ratings and rankings reflect Rating Agency assessment of the financial strength and claims-paying ability of Nationwide Life Insurance Company and are subject to change at any time. They are not intended to reflect the investment experience or financial strength of any variable account, which is subject to market risk. Because the dates are only updated when there is a change in the rating, the dates reflect the most recent ratings we have received.
Your contract may contain liquidation (exchange and/or transfer) restrictions. The unregistered group variable and fixed annuity contracts are issued by Nationwide Life Insurance Company, Columbus, Ohio. For more information, please contact your Plan Sponsor.
Please contact the Solutions Center at 1-877-677-3678 for assistance.
Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company © 2025 Nationwide

DEFINITIONS: **Average Quality (AQ):** the book value weighted average quality rating of the bond portfolio. The AQ of this investment portfolio is calculated using the second lowest of four (including internal), median of three, lowest of two, or one rating for each security including but not limited to the following NRSROs: S&P, Moody's, Fitch, and internal ratings. Asset Backed Securities, Commercial Mortgage Backed Securities, and Non-Agency Mortgage Backed Securities will only use internal rating. **Average Maturity (AM):** the book value weighted length of time (in years) to the stated maturity for fixed-income securities. Since this measure ignores the possibility of pre-payment, it generally overstates the average length of time to return of principal. The AM of this investment portfolio is based on scheduled maturities and does not reflect prepayments. **Average Weighted Life (AWL):** for debt securities, the dollar-weighted average time until the return of all principal in years. AWL for this investment portfolio is weighted by book value. **Effective Duration:** effective duration specifically takes into account the way changes in yield will affect expected cash flows. It takes into account both the discounting that occurs at different interest rates as well as changes in cash flows. **Market to Book Ratio:** market to book ratio is equal to market value divided by book value. **Exchange:** An exchange is the movement of money between the Nationwide Fixed Account and any other investment option available to the plan. **Transfer:** a transfer is the movement of money between product providers within the same plan or another financial institution.

Nationwide®

City of New Smyrna Beach, FL

Transition Plan

Proposed Transition Timeline

for the City of New Smyrna Beach, FL Retirement Plans

Nationwide Retirement Solutions (NRS) has a dedicated staff of professionals to handle all transition and implementation responsibilities for the City of New Smyrna Beach, FL Retirement Plans.

Shown below is a high-level, proposed timeline for a transition to Nationwide as your exclusive provider. Given the level of customization and attention to detail we believe your plan deserves, the sample shows a conservative timeline of 16 weeks, which will be targeted to start after your award decision and written notification of termination to your current provider. The dates and timings shown are based on our experience with transitions of this type and size. Specific milestones and overall project duration will depend on factors such as level of cooperation from Current Provider(s), data quality, the discovery of new complexity or build or capabilities required (sometimes found after opportunity to review plan documents and have deeper discussions with the plan), and others.

After award of the contract, our Transition Team will work directly with you to develop a more detailed transition plan to fit your needs and ensure the best experience and outcomes for you and your participants.

Target Completion	Activity	Assigned ● = Primary ○ = Support				
		NRS	Plan Sponsor	Consultant	Current Provider	SDO Provider
Pre-Transition						
Week 0	Provider selection award is made.		●	○		
	Begin contract and plan governing documents discussions.	●	○	○		
	Send written termination to Current Provider(s).		●	○		
	Provide current plan governing documents (Adoption Agreement, Loan Procedures, etc).		●	○	○	
Week 1	Assemble transition team.	●	○			
	Meet with Plan representatives to gather details about the Plan and the Plan needs.	●	○	○		
	Initial meeting with Current Provider(s).	●			○	
Weeks 1-2	Refine transition project plan and schedule.	●	○	○	○	
	Determine participant communication strategy and timeline.	●	○	○		
Week 2	Provide full set of test files with conversion data.	○			●	
Weeks 2-3	Create a Communication Plan that addresses success criteria and executes on the communication strategy.	●	○	○		
	Finalize investment lineup and mapping strategy.	○	●	●		
Weeks 3-4	Technical deep dive meeting for plan design, administrative processes, IT, and payroll integration	●	○	○		
Weeks 3-6	Discuss and resolve any conversion file/layout questions.	●			●	
	Further discuss payroll file/processing needs in detail.	●	○			
Weeks 3-6	Design, develop and review initial transition announcement for participants (if applicable).	○	●	○		
Weeks 4-6	Coordinate schedule and locations for transition workshops for participants and employees.	●	○	○		
Weeks 4-8	Design, develop and review enrollment and ongoing communication materials.	●	○	○		
Weeks 4 - 15	Test conversion programs as needed.	●				
	Design, develop and test any feature build as determined by project scope and requirements.	●				
	Design and develop personalized website (if applicable).	●	○	○		
Weeks 5-10	Design and test payroll files and processes.	●	○			
Weeks 6-8	Plan Sponsor sends via internal email the initial participant transition announcement (if applicable).	●	●	○		
	Open Solutions Center to address participant questions.	●				

Proposed Transition Timeline

for the City of New Smyrna Beach, FL Retirement Plans

Target Completion	Activity	Assigned ● = Primary ○ = Support				
		NRS	Plan Sponsor	Consultant	Current Provider	SDO Provider
Pre-Transition (Continued)						
Weeks 8-12	Test in-house programs (payroll, statements, feature build, vesting, as applicable).	●				
	Complete necessary fund builds (as applicable).	●	○	○		
Weeks 10-14	Test systematic participant communications (confirms, etc.).	●				
	Conduct payroll processing tests.	●	○			
Weeks 11-12	Detailed participant communication including important upcoming dates and new plan benefits and features.	●	○	○		
	Refresh Solutions Center to address participant questions.	●				
Weeks 12-14	Execute Solutions Center training programs.	●				
	Finalize all plan forms.	●	○			
Weeks 12-16	Coordinate online access for Plan staff.	●	○			
	Conduct Transition Education workshops.	●	○	○		
Week 14-15 *	Begin blackout (no transactions will be processed).				●	
	Use blackout files to set up participant accounts.	●				
	Mail Account Setup confirmation letter to participants.	●				
Weeks 14-16 *	Setup SDO accounts with Schwab (if applicable).	●				○
Transition						
Liquidation * date	Execute liquidation of participant accounts.				●	
One business day after liquidation *	Complete reconciliation of final files and send to Nationwide.	○			●	
	Execute wires/shareholder account transfers (as applicable) for all balances to transfer assets.				●	
One business day after liquidation *	Receive financial data and load all balances to system.	●				
	Submit in-kind transfer request to current SDO provider (If applicable; typically takes 5-7 business days to complete).	●				○
Post-Transition						
Two business days after liquidation *	Validate and QC the applied assets.	●				
	Begin daily processing of plan, including activating VRU and web. **Participant accounts are LIVE at Nationwide.**	●				
	Notify the Plan of completion of transition.	●	○	○		
5 to 7 business days after transition	In-kind transfer should be complete and participants can begin trading in their SDO accounts (if applicable).	●				○
Within 30 days of end of the quarter	Mail first participant Statements. (Nationwide)	●				
	Mail final participant Statements. (Current Provider)				●	
Throughout Year 1	Implement the annual communication and education plan.	●	○			

* Timing of these steps is tentative, dependent on the requirements of the Current Provider(s)

City of New Smyrna Beach, Florida

RFQ 15-25-HR: Retirement Plan Administration

July 21, 2025

The above-mentioned RFQ was advertised on June 2, 2025. In response to the advertisement, five (5) proposals were received. As the City's Retirement Plan Investment Advisor, SageView Advisory Group, LLC, assisted the City with oversight of the Plans' costs, and benchmarking services. Sageview provided the Evaluation Committee a detailed comparison during the evaluation meeting on July 17, 2025. The committee, consisting of three (3) city employees, independently evaluated the information presented and openly discussed each proposal. The ranking of the firms is provided below.

Firm	Initial Scores	Rank
Empower	90.33	1
Nationwide Retirement Solutions, Inc.	88.33	2
MissionSquare Retirement	85.67	3
Corebridge Financial (Valic Retirement Services CO.)	74.67	4
Lincoln Financial Group	68.33	5

It was a consensus of the committee that the top three (3) firms will be invited to present to the Committee. Oral presentations provide an opportunity for the proposers to clarify information provided in their submittal. The scores from the initial evaluation will not carry forward to the presentations. Each firm will have thirty (30) minutes to present and fifteen (15) minutes for questions and answers.

Oral Presentations are scheduled for August 5, 2025:

Empower	1:00 PM - 1:45 PM
MissionSquare Retirement	2:00 PM - 2:45 PM
Nationwide Retirement Solutions, Inc.	3:00 PM - 3:45 PM

Evaluation to follow the last presentation

August 5, 2025 @ 4:00 PM

Join the meeting now

Meeting ID: 281 802 928 392 4

Passcode: no9Jd7rp

Or Dial in by phone: 786-636-1338

Phone conference ID: 676 180 815#

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFQ No. 15-25-HR

Retirement Plan Administration

RESPONSE DEADLINE: July 2, 2025 at 5:00 pm

Tuesday, August 5, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Empower	MissionSquare Retirement	Nationwide Retirement Solutions, Inc.
Public Records	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass
Introduction and Executive Summary	Pass	Pass	Pass
Questionnaire, Tab 1, Project Approach & Management	Pass	Pass	Pass
Questionnaire, Tab 1, Pricing	Pass	Pass	Pass
Questionnaire, Tab 2 Experience and Qualifications	Pass	Pass	Pass

Question Title	Empower	MissionSquare Retirement	Nationwide Retirement Solutions, Inc.
References	Pass	Pass	Pass
City Required Forms	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Questionnaire, Tab 1 Project Approach and Management	Points Based	30 *(37.5% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Questionnaire, Tab 1, Pricing	Points Based	30 *(37.5% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Questionnaire, Tab 2 Experience and Qualifications	Points Based	20 *(25% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 80)
Empower	80	80	79	**79.67**
Nationwide Retirement Solutions, Inc.	79	73	70	**74**
MissionSquare Retirement	50	67	72	**63**
Corebridge Financial Excluded	0	0	0	**0**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 80)
Lincoln Financial Group Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Questionnaire, Tab 1 Project Approach and Management Points Based 30 Points (37.5%)	Questionnaire, Tab 1, Pricing Points Based 30 Points (37.5%)	Questionnaire, Tab 2 Experience and Qualifications Points Based 20 Points (25%)	Total Score (Max Score 80)
Empower	29.7	30	20	**79.67**
Nationwide Retirement Solutions, Inc.	27	27.7	19.3	**74**
MissionSquare Retirement	26.3	20.7	16	**63**
Corebridge Financial Excluded	0	0	0	**0**
Lincoln Financial Group Excluded	0	0	0	**0**

INDIVIDUAL PROPOSAL SCORES

Empower

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 30

Data drive approach, Track interactions (HR can pull up correspondence from website). Can schedule reports. Use survey data to drive approach. For example, engagement and knowing net worth lead to investing more. Call center that is open on Saturdays too. Mobile app that his highest ranked. Face to face meetings with people. 8 education days. Over communicate. Proactive oversight. Reps presenting were very personable and knowledgeable. Will interface with Munis. Own and maintain system and have outside monitoring service with zero issues identified. Do not sell products. Provide required notices at no cost.

Evaluator 2: 30

financial advice, direct questions from the employees equals direct responses; plan engagement, holistic approach with public safety especially with pension; transparency and accuracy most important; built in dynamic reporting; in person meeting and meeting wiht employees they identify as needing assistance

with planning and make sure they're doing well; bring in other accounts to the web version to see overall financial health, over communicate

Evaluator 3: 29

Solid mgmnt team. good experience.Agressive schedule of interaction.Nice website layout and ease of use.

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 30

Empower is the lowest price.

Evaluator 2: 30

14 basis points; increased to 8 education days

Evaluator 3: 30

Best Price

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 20

5K Govt Plans. 4MM employees. $252B in assets. 99% retention. Reps presenting were very personable and knowledgeable. Similar size clients...City of Mount Dora, City of Leesburg, Martin County Sheriff's Office, etc. They work with Sageview on other clients.

Evaluator 2: 20

60+ years, $252billion in assets; 4million public employees; engaged employees save 70% more than others; net promoter scotre of 73; 342 plans converted in 2024 - 153 from Nationwide, 57 from Mission Square; Converted Mount Dora recently; Che and team have 45 plans at $10-50million; no sales of outside products; sends out all SOX and fund notices

Evaluator 3: 20

Extensive experience with like local governments

MissionSquare Retirement

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 25

Know government sector. Similar clients like City of Orlando, City of Temple Terrace, etc. Only added relationship manager 2 years ago (new strategy). Just implemented surveys. Like the Campaign Tool Kit which has monthly campaign. Like multi-channel approach to deal with different generations. Provide notices at no cost. Bilingual is good. CFP access is good.

Evaluator 2: 27

most of the presentation was read; develop better education plan; plan participation, asset growth, financial planning, customized education most important; website enhancements from employee

feedback; national campaigns with themes by months; Employer Resource Center and dashboard; 16 weeks to transition Nationwide

Evaluator 3: 27

Large team. Too large? many persons involved. May be confusing to employees. Website layout good. ease of use good.

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 10

3rd as it relates to pricing.

Evaluator 2: 25

pricing changes since phase 1

Evaluator 3: 27

Modified pricing from Phase 1

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 15

Experience transitioning from Nationwide. Timeline provided and nice road map. Incumbent so they know NSB. Not as personable and charismatic as other presenters.

Evaluator 2: 15

All government employees, public sector, diverse team; 108K participant accounts in FL; $6.6billion assets in FL; $74.6billion total assets; bilingual

Evaluator 3: 18

Good experience

Nationwide Retirement Solutions, Inc.

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 30

#72 on Fortune 500 Companies. #1 in government market. Put participant at center - communication, education, digital tools, offer choice for communication. 27% rolled over assets from other plans. JD Powers ranked their website and app #2 in this space. Focused on convenience for participant. Really liked the "Improve Your Choice" tool - one tool for all financial planning. Call center with extended evening hours and Saturdays. CFPs for free for more in-depth financial planning. They are the only grouped that proactively talked about cyber security. Only a 1-day black out period. Successful transition of 30 Mission Square accounts over last 24 months. Notices included.

Evaluator 2: 25

annual action plan for onsite visits and education plans; reports go to Lilliane; other cities have scheduled monthly visits for employees; solutions center has 200 licensed reps; 40 retirement

specialists and certified financial planners; Lilianne single point of contact; tailored communication - compliance, secure 2.0; cyber security; 16 weeks to transition with only one day black out period

Evaluator 3: 26

Large number of plans. One of a crowd? Web site very simple.

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 29

2nd ranked as it relates to pricing.

Evaluator 2: 28

14.5 basis points

Evaluator 3: 26

Higher pricing

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 20

Many years of experience and longevity with Nationwide. Very engaging and personable.

Evaluator 2: 20

NSB since 2014; ranked 72 on Fortune 100; $208billion assets; 30K plans; 35 year average tenure; transitioned over 30 MissionSquare plans

Evaluator 3: 18

Well experienced team.

Corebridge Financial
(Excluded)

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Lincoln Financial Group
(Excluded)

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Questionnaire, Tab 1 Project Approach and Management	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Questionnaire, Tab 1, Pricing	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Questionnaire, Tab 2 Experience and Qualifications	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	20 *(20% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Empower	77	96	98	**90.33**
Nationwide Retirement Solutions, Inc.	82	92	91	**88.33**
MissionSquare Retirement	72	93	92	**85.67**
Corebridge Financial	56	78	90	**74.67**
Lincoln Financial Group	47	74	84	**68.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Questionnaire, Tab 1 Project Approach and Management Points Based 30 Points (30%)	Questionnaire, Tab 1, Pricing Points Based 30 Points (30%)	Questionnaire, Tab 2 Experience and Qualifications Points Based 20 Points (20%)	References Points Based 20 Points (20%)
Empower	29.3	25	18.7	17.3
Nationwide Retirement Solutions, Inc.	26	29	16.3	17
MissionSquare Retirement	28.7	20.3	17.3	19.3
Corebridge Financial	26.3	17.7	15.3	15.3

Vendor	Questionnaire, Tab 1 Project Approach and Management Points Based 30 Points (30%)	Questionnaire, Tab 1, Pricing Points Based 30 Points (30%)	Questionnaire, Tab 2 Experience and Qualifications Points Based 20 Points (20%)	References Points Based 20 Points (20%)
Lincoln Financial Group	24.7	14.3	14	15.3

Vendor	Total Score (Max Score 100)
Empower	90.33
Nationwide Retirement Solutions, Inc.	88.33
MissionSquare Retirement	85.67
Corebridge Financial	74.67
Lincoln Financial Group	68.33

INDIVIDUAL PROPOSAL SCORES

Corebridge Financial

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 28

They provide a clear service team and support structure, with salaried staff focused on education. Did not like that sales force gets bonus/commissions.

Evaluator 2: 25

Smart tech, personalized support; lots of educational opportunities; online platform for employee changes, reporting; open architecture platform; new hire orientation

Evaluator 3: 26

Higher price. Extensive Govt portfolio

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 8

With a total estimated fee of $37,781, Corebridge is among the higher-cost providers, which reduced its pricing score.

Evaluator 2: 20

21 basis pts, about average for proposals; total cost about same as current, 6 days education provided; much higher "per participant" fee $87; highest costs on managed accounts

Evaluator 3: 25

.

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 10

Leads in number of plans but trails in assets and participant count.

Evaluator 2: 17

60+ yrs; $7B in government funds; 2300+ government clients; mostly school and hospitals; provides Relationship Mgr & Retirement Plan Consultant (for education of our employees);average size of respondents; their employees are licensed so they can advise our employees; paid base salary and eligible for bonuses based on enrollments, # of educational opptys, client meetings & client ratings

Evaluator 3: 19

.

References | Points Based | 20 Points (25%)

Evaluator 1: 10

No Florida or municipal references identified; general experience noted.

Evaluator 2: 16

only 1 from FL - Lee County Mosquito Control

Evaluator 3: 20

.

Empower

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 30

They use a team-based approach with a dedicated manager and support staff, focused on planning and employee engagement. Gave additional points because they are the biggest. No commissions. Bonus based on service.

Evaluator 2: 30

5300+ government plans; $252B in government assets; participant-level fiduciary advice; tailored to needs and diverse communication needs;

Evaluator 3: 28

Best price. Good service proposal. Would like to see more education days

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 19

Combined fee of $26,446 is mid-range, offering a balance between cost and services, but not as competitive as Nationwide.

Evaluator 2: 26

14 basis pts; on lower end; overall cost lower than current, most competitive; not sure on days of education; managed account fees are highest

Evaluator 3: 30

.

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 16

Highest in assets and participants, with strong plan volume. 99% retention.

Evaluator 2: 20

employees trained in government plans; 99% client retention; security of plans and information; largest provide of proposals; more than double amount of plans of other proposers; Relationship manager meets at least annually; client service managers are day to day; their employees are licensed to give advice to us; no commissions, annual salary and performance bonuses based on service

Evaluator 3: 20

.

References | Points Based | 20 Points (25%)

Evaluator 1: 12

Extensive national experience with public plans. Utility Commission and Florida cities for references is a plus.

Evaluator 2: 20

all Florida references, NSB U is user and reference

Evaluator 3: 20

.

Lincoln Financial Group

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 28

They offer a full team to help with setup and ongoing service, including one-on-one help for employees and a strong focus on customer service.

Evaluator 2: 20

very "canned" with minimal detail; talked about security;

Evaluator 3: 26

Generic Description. Highest price

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 1

Had the highest total estimated fee at $45,337, which placed it at the bottom of the pricing scale.

Evaluator 2: 18

24 basis pts; most expensive; most education days; highest overall cost; lowest managed accounts cost

Evaluator 3: 24

.

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 10

Lower in all experience metrics compared to peers.

Evaluator 2: 18

44 yrs government experience; 1200 government plans; lowest of proposers; Relationship Managers, Account Managers and Retirement consultants; not licensed so can't give advice; annual salary and eligible for bonuses based on meeting goals.

Evaluator 3: 14

.

References | Points Based | 20 Points (25%)

Evaluator 1: 8

Least reference detail provided and no indication of Florida or city-specific experience.

Evaluator 2: 18

only one was from Fl and one government

Evaluator 3: 20

.

MissionSquare Retirement

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 30

They’re the current provider and want to keep things familiar, offering more in-person and virtual help for employees. Gave extra points because they focus on government clients only and they are incumbent.

Evaluator 2: 28

current provider of 401 and 457 since 1986; will keep the same team, which has been better since Melissa joined (previous rep Tori was amazing); investment and financial education; new education strategy; worked with other plans consolidating

Evaluator 3: 28

Static price. Excellent approach. Familiarity a plus

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 7

The incumbent proposed a total cost of $38,757—slightly higher than Corebridge—resulting in a lower score.

Evaluator 2: 28

increase from current 15 basis pts to 20 (due to consolidation?); new total cost is still lower than current total; managed accounts average

Evaluator 3: 26

.

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 15

Moderate experience, with balanced but lower figures across all categories, however MissionSquare specialize in serving government entities. There exclusive focus on public sector retirement plans, earns them additional points for specialized expertise.

Evaluator 2: 19

50+ years with focus on public sector; adding 6 additional education days; 2nd highest of plans but only do government so their numbers are smaller; employees are not licensed so no advice;

Evaluator 3: 18

.

References | Points Based | 20 Points (25%)

Evaluator 1: 20

As the incumbent provider for the City of New Smyrna Beach, they have direct and ongoing experience with the city, which is the most relevant reference possible.

Evaluator 2: 18

3 city references only one FLorida

Evaluator 3: 20

.

Nationwide Retirement Solutions, Inc.

Questionnaire, Tab 1 Project Approach and Management | Points Based | 30 Points (37.5%)

Evaluator 1: 25

They offer a hands-on team to guide the city through the transition and ongoing support, with lots of tools and personal help. Plan to keep same team.

Evaluator 2: 27

keep same team, not a lot of contact, not proactive but answer any inquiry or request; full transition plan to consolidation;

Evaluator 3: 26

Good price. Familiarity a plus.

Questionnaire, Tab 1, Pricing | Points Based | 30 Points (37.5%)

Evaluator 1: 30

Offered the lowest total cost at $15,174, making it the most budget-friendly option for the City of New Smyrna Beach.

Evaluator 2: 30

14.5 basis pts. one of lowest; overall total cost decrease if consolidate and keep fixed accounts; if fee structure is participant based $63 per; managed accounts average

Evaluator 3: 27

.

Questionnaire, Tab 2 Experience and Qualifications | Points Based | 20 Points (25%)

Evaluator 1: 11

Solid across all metrics, especially in participants and assets.

Evaluator 2: 20

7000 government plans, many more private sector; average total plans of proposers; lots of assets, mostly from private; employees not licensed so no advice to us; salary, no commission; outside group (managed account?) can advise;

Evaluator 3: 18

.

References | Points Based | 20 Points (25%)

Evaluator 1: 16

While no specific Florida, they are also an incumbent and have demonstrated experience with similar public sector clients.

Evaluator 2: 15

all from Georgia

Evaluator 3: 20

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Docusign Envelope ID: 6FF31179-27BC-4341-8DD7-60698313D029

Retirement Plan Administration Services Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Empower Retirement, LLC, duly authorized to conduct business in the State of Florida and whose address is 8515 East Orchard Road, Greenwood Village, Colorado, 80111, hereinafter, called "CONSULTANT" or "EMPOWER," 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 RFP 15-25-HR, Retirement Plan Administration, **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 City and CONSULTANT, including the Empower Administrative Services Agreement. 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 term of this Agreement shall be for five (5) years from the date of the award.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 15-25-HR, Retirement Plan Administration, in the Consultant's submitted Proposal, and the Empower Administrative Services Agreement.

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:

Docusign Envelope ID: 6FF31179-27BC-4341-8DD7-60698313D029

A. City Advertised Bid including addendums
B. Award Bid Proposal
C. Presentation of Services
D. Fee Proposal
E. Empower Administrative Services Agreement

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

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

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

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

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

Marybeth Daubenspeck, Vice President
Government Markets
Empower, Retirement, LLC
Greenwood Village, Colorado 80111
(877)630-4015

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

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

Docusign Envelope ID: 6FF31179-27BC-4341-8DD7-60698313D029

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.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

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	Empower Retirement, LLC
DocuSigned by: Brockett Hudson DEAB53D5539D416... *Authorized Signature* *Print Name and Title* Brockett Hudson, Assistant Secretary *Address*: 8515 E. Orchard Rd. Greenwood Village, CO 80111 10/9/2025 *Date*	DocuSigned by: Marybeth Daubenspeck 67B573CAB2534DF... *Authorized Signature* Marybeth Daubenspeck, Vice President, Government Markets *Address:* 8515 E. Orchard Rd. Greenwood Village, CO 80111 10/8/2025 *Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____ Sharon Taylor-Harding, Interim, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168 Date: _____	_____ Fred E. Cleveland, Mayor Date: _____

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

_____
Carrie Avallone City Attorney

Date: _____

SAGE VIEW

Benchmarking Project

Summary Analysis

City of New Smyrna Beach

Presented by:
Lisa Drake, QPFC, AIF®



SageView Advisory Group LLC is a Registered Investment Adviser. Advisory services are only offered to clients or prospective clients where SageView and its representatives are properly licensed or exempt from licensure. This document is solely for informational purpo
Past performance is no guarantee of future returns. Investing involves risk and possible loss of principal capital. No advice may be rendered by SageView unless a client service agreement is in place.

Participating Firms

Incumbent	Firms Included in Analysis	Firms that Declined
MissionSquare	MissionSquare *(incumbent)*	None
Nationwide	Nationwide *(incumbent)*	
	Corebridge	
	Empower	
	Lincoln	

Recordkeeping / Administration Capabilities

Incumbent's Proposed Changes

	MISSIONSQUARE
Summary of service / operational changes proposed by incumbent in response to this project (if any).	The Relationship Manager, Regional Manager and Education Team will remain in place. This will allow for the City with continuity and continued collaboration between MissionSquare team members and the City of New Smyrna Beach. MissionSquare will move from four annual onsite visits to six annual onsite visits with an additional six dedicated virtual representative days. With onsite and virtual visits, MissionSquare can accommodate how the City's employees receive the plan education in the format of their choosing (virtual or in-person).

Recordkeeping / Administration Capabilities

Incumbent's Proposed Changes

	NATIONWIDE
Summary of service / operational changes proposed by incumbent in response to this project (if any).	Bringing your participants greater access to the robust education services we provide, our enhanced offer to the City includes eight onsite education days by your local Retirement Specialist, Jeffrey Szak, to obtain the necessary information to make informed decisions on their retirement benefits. In addition to the onsite education days, participants have access to unlimited virtual education provided by our internal Retirement Specialists through the Retirement Resource Group. The City currently has the Freedom Pro+ investment lineup which limits the available funds to those Morningstar has selected as fiduciary. Our enhanced offer includes our open architecture platform with the use of the Nationwide Fixed Account as the stable value solution allowing the City's consultant to prepare a custom investment menu. Nationwide's strong relationships within the financial industry enable us to offer access to over 14,000 mutual funds from more than 220 fund managers across a breadth of asset classes. We offer proprietary and non-proprietary stable value options along with the ability to support white label and custom portfolio offerings. To enhance the services currently provided, Nationwide offers a suite of protected retirement income products which are available for the Plan to include in your investment offering. By offering a suite of new and innovative solutions, Plan Sponsors have the flexibility to select the option that's best for their participants: • Nationwide Indexed Principal Protection: built for participants who are nearing or are in retirement and want to protect their retirement savings from market volatility. The Nationwide Indexed Principal Protection provides principal protection with an opportunity for growth. Income America – a Target Date based guaranteed lifetime income investment option that is: • Multi-managed and multi-insured to remove proprietary bias. • Governed by a 3(38)-investment fiduciary selecting the glide path manager, underlying investments, and insurance carriers to manage fiduciary risk. • QDIA friendly to assist participants in making decisions. • Guaranteed to pay 5% of lifetime income to solve for longevity risk. • Collaborative across industry experts to build a unique solution. • Portable as an IRA in the event the participant separates from service. NCIT American Funds Lifetime Income Builder – A target date fund (TDF) series designed to optimize growth potential and deliver lifetime income. The investment is structured as a collective investment trust which consists of a series of target date funds. Based on the participant's year of birth, the investment automatically shifts participants from a TDF that allocates entirely to traditional equity and fixed income holdings to a TDF that includes Lifetime Income Builder – a group fixed indexed annuity with a guaranteed lifetime withdrawal benefit that helps to build and protect future income. This solution may appeal to participants of all ages and savings levels who seek a simple strategy to become more retirement-ready, without sacrificing flexibility or control. State Street GTC Retirement Income Builder – A target date fund series designed to optimize growth potential and deliver lifetime income for a defined contribution plan. Each target date fund in the series is structured as a collective investment fund. The concept may appeal to participants of all ages and savings levels who seek a simple strategy to become more retirement ready, without sacrificing flexibility or control. The funds' sub-investments are passively managed. The TDFs offer a (spousal) joint income option. To show our dedication to the success of the City's Plan, Nationwide is willing to put $5,000 toward a mutually agreed upon consolidation guarantee and $5,000 toward annual mutually agreed upon performance guarantees. We look forward to working with the Plan to determine mutually agreed upon amounts.

Recordkeeping / Administration Capabilities

General Information

	MISSIONSQUARE	NATIONWIDE	COREBRIDGE	EMPOWER	LINCOLN
Contact information of individual responsible for project response	**Vainy Gleveckas** (202) 748-2789 vgleveckas @missionsq.org	**Greg Watson** (614) 435-8428 watsong3 @nationwide.com	**Greg Miller** (813) 269-3363 greg.miller @corebridgefinancial.com	**Cameron Eck** (781) 223-6104 cameron.eck @empower.com	**Josh Green** (904) 238-2165 joshua.green@lfg.com
Services being provided through a third-party via white-labeled solution?	No	No	No	No	No
Does the provider have any potential conflicts of interest with, personal or business relationships (formal or informal) with, or owe any fiduciary duty of loyalty to the Plan Sponsor or their employees?	No	No	No	No	No
What type of investment platform is the provider proposing?	NAV	NAV	NAV	NAV	NAV

Recordkeeping / Administration Capabilities

DC Plan Administration Experience

	MISSIONSQUARE[1]	NATIONWIDE	COREBRIDGE	EMPOWER	LINCOLN
DC plans administered	6,528	29,030	22,172	86,703	22,640
DC plan participants	1.0 million	3.1 million	1.8 million	18.1 million	1.8 million
DC plan assets	$63.0 billion	$202.9 billion	$77.6 billion	$1.6 trillion	$109.2 billion
<500 participants	6,214	28,481	21,603	82,877	22,213
501 – 1,000	197	248	290	1,749	177
1,001 – 2,500	81	187	175	1,152	136
2,501 – 5,000	23	59	58	442	64
5,001 – 10,000	8	23	29	251	28
10,001 – 19,999	0	14	9	114	20
>20,000	5	18	8	118	2

1. As of March 31, 2025. Please note that data provided for the participants column is our count of participant accounts. Each participant may have more than one account

Recordkeeping / Administration Capabilities

Governmental Plan Administration Experience

	MISSIONSQUARE[1]	NATIONWIDE	COREBRIDGE	EMPOWER	LINCOLN
Governmental plans administered	8,985	7,575	14,270	5,127	1,313
Governmental plan participants	1.2 million	2.5 million	1.2 million	4.2 million	0.1 million
Governmental plan assets	$68.4 billion	$162.0 billion	$49.3 billion	$246.6 billion	$6.4 billion

1. As of March 31, 2025. Please note that data provided for the participants column is our count of participant accounts. Each participant may have more than one account

Recordkeeping / Administration Capabilities

Service Team / Education

	MISSIONSQUARE
Summarize the service team structure the provider would propose to work with the Plan Sponsor.	Your service team will consist of the following: An assigned Relationship Manager who is committed to the success and ongoing evolution of the City's retirement plan and serves as your primary contact, and an assigned Retirement Plans Specialist, who is your onsite contact for delivering impactful employee education. In addition, MissionSquare provides a dedicated plan sponsor phone line to help plan sponsors with administration and recordkeeping service questions and issues, and employees have access to MissionSquare's contact center teammates who are all dedicated to responding to employee inquiries.
Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Representatives are not licensed to provide specific investment advice. However, they can direct participants seeking advice to our Guided Pathways service which is available over the phone, through a dedicated and credentialed team, or directly through our website.

Recordkeeping / Administration Capabilities

Service Team / Education

	NATIONWIDE
Summarize the service team structure the provider would propose to work with the Plan Sponsor.	The service team focused on success of the City's consolidation and on-going service will be dedicated to your Plan. We know many of our competitors push partners and participants to online servicing experiences or ticketing systems via an 800 number before being allowed to engage with a human. With Nationwide, you will have an assigned, dedicated team member to assist you every step of the way. The City's team will include: • Assigned Transition Manager: Will lead the consolidation from MissionSquare to Nationwide and will have overall relationship and functional management responsibilities throughout the transition process and provide oversight. Once the transition has been successfully completed, the Transition Manager will no longer be a part of the ongoing service. • Dedicated Program Director: Serves as the primary contact for the City and is responsible for the oversight and supervision of the Retirement Specialists in his/her territory. Additionally, they will work with the City to implement the communication and education strategy. • Dedicated Local Retirement Specialist: Conducts pre-transition workshops as well as ongoing annual onsite education days, provides enrollment assistance, and conducts group workshops. They work closely with the Program Director to execute the communication and education plan developed between the City and Nationwide. • Dedicated Account Manager: Works closely with the Plan's Program Director and Retirement Specialist to oversee all aspects of the services provided from our Home Office in Columbus, OH. They help ensure the Plan is administered according to the contract and plan documents, and that processes and enhancements to the Plan are implemented successfully through our corporate office.
Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Nationwide makes investment advice available online through My Investment Planner at no additional cost to participants or the City. The tool provides individualized investment advice using an investment process developed and maintained by Nationwide Investment Advisors, LLC (NIA) who have selected Wilshire as the Independent Financial Expert. Participants complete a six-part questionnaire (the Risk Tolerance Questionnaire) to assess their individual risk tolerance and investment time horizon. Using this information, Wilshire's methodology identifies the appropriateness of one of five unique risk-based profiles for each participant. The tool provides specific investment advice at the fund level using the Plan's investment options. A link will be provided to the "Manage My Account" page. Retirement Specialists are experienced in navigating the My Investment Planner online tool. They can assist the participant as they log into their account and walk them through the questionnaire. Additionally, they are available to answer any questions about the process and provide education on the investment options and how to make changes to their current and future investment option choices. Participants can also use this online tool themselves via the website and mobile app. At no cost to the City or employees, Nationwide offers full-service access to professional advice and guidance through the Retirement Resource Group. The Retirement Resource Group is staffed by 40 licensed professionals, internal Retirement Specialists and Personal Retirement Consultants, who maintain the required FINRA registrations and state Life and Health licensing. Nationwide's Retirement Specialists and Personal Retirement Consultants are licensed Investment Advisor Representatives of NIA and offer investment advice. NIA assumes the fiduciary responsibility for the advice provided and the assets under management through its services. Compensation: Retirement Specialists are compensated by a combination of a base salary (85%) and incentive compensation (15%) to educate participants on Plan features and benefits, Plan services, the underlying investment options, use of the online My Investment Planner tool, individual goals related to servicing the Plan and offering Nationwide ProAccount. Retirement Specialists do not receive a commission, or any form of incentive compensation based on individual participant investment option elections, or other products that are unrelated to the Plan. Personal Retirement Consultants are compensated 100% by a base salary. Personal Retirement Consultants do not receive a commission, or any form of incentive compensation based on individual participant investment option elections, or other products that are unrelated to the Plan.

Recordkeeping / Administration Capabilities

Service Team / Education

	COREBRIDGE
Summarize the service team structure the provider would propose to work with the Plan Sponsor.	Relationship Manager: The Relationship Manager will be the representative responsible for the overall service of the plans and serves as the primary point of contact for your administrative staff. (He/She) will ensure that we deliver on our overall commitments to the plan sponsor including financial education and retirement planning services, a well-diversified and competitively priced investment lineup, and ongoing administrative services including all reporting of plan activity to the plan sponsor. Divisional Vice President: The Divisional Vice President supervises the activities of our local service team. This includes employee education and enrollment activities both during conversion and on an ongoing basis. He will work with the plan sponsor on the design and modification of the communications and service plan. Plan Sponsor Service Team: We also provide our Plan Sponsor Service Team for additional support. The Plan Sponsor Service Team is your best resource for administrative and service-related questions. Our Plan Sponsor Service Team can be contacted via phone or email. The Plan Sponsor Service Team is currently staffed with twelve account managers and one team manager. All team members are highly knowledgeable and experienced in plan administration with an average of thirteen years of experience.
Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Your plan will be serviced by a Retirement Plan Consultant (RPC). We are committed to making sure that our financial professionals serving your plan(s) are compensated appropriately and that you understand how that compensation works. Our financial professionals are employees of VALIC and registered with our affiliated broker/dealer VALIC Financial Advisors, Inc. (VFA); they are not independent contractors. RPCs receive a base salary for in-plan education and service such as account reviews, participant workshops/webinars, and new plan enrollments. RPCs are eligible for quarterly and annual bonus compensation that is based on a combination of factors, including new plan enrollments, number of educational workshops/webinars, client meetings, and client satisfaction ratings. They do not earn commissions nor have any incentive compensation based on a participant's selection of any proposed investment option, annuity purchase or benefit distribution. This compensation structure may change over time. If our Guided Portfolio Services (GPS) fiduciary investment advice service is available in your plan and a participant chooses to enroll, an investment advisory fee is deducted from the participant's account. If the participant is enrolled in the managed account option of the GPS program, a portion of that fee is paid to the financial advisor for their service.

Recordkeeping / Administration Capabilities

Service Team / Education

	EMPOWER
Summarize the service team structure the provider would propose to work with the Plan Sponsor.	Empower utilizes a team approach to managing retirement plans. All associates devote their time as needed during the different phases of the plan—as much as 100% of their time. This approach to case management has resulted in an exemplary level of service for our clients, allowing our representatives to provide effective local services, program design, case management and administrative service functions. Your relationship manager is your primary contact who is responsible for your overall satisfaction with your plan and partnership with Empower. Your relationship manager is responsible for: • Developing your extensive annual business plan that details measurable goals and delineates specific service, education, and compliance initiatives • Handling communication and marketing • Identifying opportunities for growth • Client satisfaction and retention Your relationship manager will meet with you at least annually to discus a business plan status report and investment reporting. Client service managers are your day-to-day contact for administrative questions and will help implement service enhancements and new plan features. The client service manager coordinates with field staff and other functional areas to help facilitate any plan initiatives related to administration or operations. Your designated service team is involved with the implementation, which helps ensure a smooth hand-off once the transition is complete.
Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Retirement plan advisors provide education and counseling for plan participants from enrollment through retirement. Working with you and your Empower service team, retirement plan advisors provide in-person or virtual presentations and/or seminars specific to the objectives of the plan. Sessions can, at your discretion, be in the form of group meetings, benefits fairs, webinars, or one-on-one discussions. In general, our retirement plan advisors are seasoned communicators with the training and knowledge to provide a valuable consultative experience for your employees. Compensation: Our field representatives' compensation is based on market-standard data, which varies by location for similar roles within the industry. Empower representatives do not receive commissions. In addition to an annual salary, Empower representatives may qualify for performance bonuses tied to specific targets aimed at encouraging excellent service and supporting the broader growth of your plan.

Recordkeeping / Administration Capabilities

Service Team / Education

	LINCOLN
Summarize the service team structure the provider would propose to work with the Plan Sponsor.	The City and their employees will benefit from Lincoln's team approach to service. While each team member has a different role, their goal is the same – to help participants achieve better retirement outcomes. Lincoln's service team will focus on understanding the City's culture and retirement plan needs of the employee population. Transition • Implementation partner: The implementation partner will be the City's single point of contact during the transition and is responsible for managing the overall implementation process. The implementation partner will lead the initial implementation meeting to outline recordkeeping procedures, capabilities, and timelines. The implementation partner will ensure payroll layouts are updated and conversion activities and setups are complete. Weekly or bi-weekly status calls are established to discuss the conversion, pertinent plan information, enrollment materials, and forms. After the implementation process is completed, the implementation partner will transfer responsibilities to the account manager. Transition and ongoing • Relationship manager: The relationship manager, as the strategic partner, is accountable for the City's complete satisfaction with Lincoln. As the key contact, the relationship manager is responsible for overall program management and the delivery of retirement plan services. Starting with the initial needs assessment meeting, and continuing throughout enrollment, plan implementation, ongoing service, annual plan reviews, and communication and education, the relationship manager achieves the City's service expectations and performance standards for all aspects of the program. • Account manager: The account manager will serve as the City's single point of contact for administrative service requests and day-to-day inquiries. Responsibilities also include addressing administrative needs and coordinating them across Lincoln's specialized areas to ensure we deliver on all services. • Retirement consultants: The retirement consultants provide world-class customer service and one-on-one coaching sessions for retirement planning. They will work with the City to determine an enrollment schedule that meets their needs and those of the employees. They will also support the City through enrollment, implementation, ongoing service, and education.
Is the education representative providing guidance or advice to participants? How are these individuals compensated?	Retirement consultants are dedicated exclusively to retirement planning and financial wellness education. They do not provide advice. They are salaried employees and are eligible for a bonus aligned to meeting the goals and objectives of each plan sponsor they serve.

Recordkeeping / Administration Capabilities

Participant Notices

	MISSIONSQUARE	NATIONWIDE
Regarding participant notices, briefly describe: • **Which participant notices will be distributed during the conversion process** • **Which participant notices will be distributed ongoing** • **Confirm whether the SOX notice will be distributed to all plan participants.**	MissionSquare communicates important information on behalf of plan sponsors, including the following: Fee Disclosure: MissionSquare provides participants with access to an Annual Fee Disclosure that aligns with Section 404(a)(5) of ERISA. This disclosure includes administration and service fees that may be charged against participant accounts, investment-related disclosures on each fund offered by the plan detailing asset categories, performance (both fund and benchmark), fees and expenses, costs per one thousand dollars invested, and other fund fees or restrictions. Additionally, a website address for further information and a glossary is included. Annual disclosures are available online and can also be requested in hard copy by participants. Fund Change Notices: Participants receive letters notifying them of fund closures ahead of any changes. When new funds are added without any closures, notifications are sent via messages that participants can view upon logging into their accounts. Furthermore, a message may appear on participants' quarterly statements regarding the availability of new funds. Transition Materials: MissionSquare prints and mails transition materials which include details about the blackout period when applicable. Mapping Notifications: Letters are printed and mailed to participants concerning any fund mapping due to plan transitions or changes in the plan's fund lineup. QDIA Notices: MissionSquare provides annual Qualified Default Investment Alternative (QDIA) notices through printed mail to participants. This structured approach ensures that all relevant information regarding fees, changes in funds, transitions, and investment options is clearly communicated to participants for their understanding and compliance with regulations.	Consolidation Notices: Several months before conversion, if desired, Nationwide will coordinate with the Plan to distribute a customized conversion notice to inform participants of what to expect, and what further communications and guidance they'll receive from Nationwide. 408(b)(2) Notice: Although governmental plans are not subject to ERISA fee disclosure requirements, Nationwide provides Plan Sponsor fee disclosures modeled after the requirements of ERISA 408(b)(2) via the website. Plan sponsors can view all fees associated with their retirement plan from these four categories: Gross Expense Ratios, Mutual Fund Service Fee Payment information, Redemption Fees, and Recordkeeping fees. A fee explanation guide is available to assist in understanding what is included in the fees associated with your Plan. Options to print and view historical Plan Sponsor Fee Disclosures are available as well. 404(a)(5) Notice: Additionally, Nationwide offers the option of providing participant level fee disclosures modeled after the requirements of ERISA Regulation 404(a)(5) on the website. If you choose to offer access to this disclosure, participants can currently view a Comparative Chart of Investment Options and Annual Operating Expenses modeled upon the corresponding portion of the 404(a)95) fee disclosure requirements. Automatic Enrollment Notices: If applicable, the required automatic enrollment notices will be sent by mail or electronically to eligible participants. Fund Change Letters: For a standard fund change, letters are mailed to participants in advance of the fund change and with clear communication about the participant's options in electing other funds or the new fund to which they will be automatically mapped if they chose to take no action. SOX Notice: No. SOX notices are not applicable for non-ERISA plans.

Recordkeeping / Administration Capabilities

Participant Notices

	COREBRIDGE	EMPOWER	LINCOLN
Regarding participant notices, briefly describe: • **Which participant notices will be distributed during the conversion process** • **Which participant notices will be distributed ongoing** • **Confirm whether the SOX notice will be distributed to all plan participants.**	Corebridge prepares all necessary notices and disclosures and provides them electronically to the plan sponsor for delivery to the participants. There is no additional cost for this service.	Transition notices: • Blackout notice • Initial qualified default investment alternative (QDIA) notice • Initial fee disclosure • Summary plan description (SPD) Ongoing notices: • Safe harbor notice • QDIA • Automatic enrollment provisions (automatic contribution arrangement (ACA), eligible automatic contribution arrangement (EACA), qualified automatic contribution arrangement (QACA) • 404a-5 participant fee disclosure • SPD or summary annual report (SAR) • Participant statements • Investment change (fund change) SOX notice: In accordance with the Sarbanes-Oxley (SOX) Act of 2002, Empower provides participants with at least 30 days written notice of any blackout period. The notice includes an explanation of affected transactions, services, and investments (when applicable), and the blackout's effective date and approximate duration.	Lincoln will prepare and distribute all required notices to the plan sponsor. Required notices may include: • Blackout: Provided 30 days prior to the effective date of the blackout period during implementation and as applicable when necessary for investment changes; emailed or posted online for the City to disseminate. • Fund Change: Provided via hard copy mail to participants at least 30 days prior to effective date of fund change In addition, if Lincoln's plan document services are elected by the City, the below notices will be provided: • Automatic Enrollment notices (QACA, EACA, ACA): Provided annually (if applicable) via e-delivery to the City so they can distribute to participants • Safe Harbor: Provided annually (if applicable) via e-delivery to the City so they can distribute to participants • Universal Availability: Provided annually (if applicable) via e-delivery to the City so they can distribute to participants • Summary Plan Description (SPD): Provided via e-delivery to the so they can distribute to participants upon amendment request or restatement • Summary of Material Modifications (SMM): A new SMM is provided via e-delivery to participants in lieu of an SPD – upon amendment request

Fee Benchmarking Proposals

Open Architecture, Asset Based Fee Quotes

Total Plan Assets: $18,890,158
Total Account Balances: 550

Nationwide 457(b) Plan: $3,034,804
MissionSquare 457(b) Plan: $7,146,513
MissionSquare 401(a) Plan: $8,708,841

	MISSIONSQUARE *(current fees)*	NATIONWIDE *(current fees)*	MISSIONSQUARE *(proposal – current fund lineup)*	NATIONWIDE *(proposal – current fund lineup)*	COREBRIDGE	EMPOWER	LINCOLN
MissionSquare 457(b) Plan	0.150% ($10,720)	N/A	0.200% ($14,293)	0.145%[3] ($10,362)	0.210%[4] ($15,008)	0.140% ($10,005)	0.240% ($17,152)
MissionSquare 401(a) Plan	0.150% ($13,063)	N/A	0.200% ($17,418)	0.145%[3] ($12,628)	0.210%[4] ($18,289)	0.140% ($12,192)	0.240% ($20,901)
Nationwide 457(b) Plan	N/A	0.50% ($15,174)	0.200% ($6,070)	0.145%[3] ($4,400)	0.210%[4] ($6,373)	0.140% ($4,249)	0.240% ($7,284)
Non-Discretionary Trustee & Custodial Services	Included	Included	Included	Included	Included	Included	Included
Requested Education[1]			6 onsite days and 6 virtual days	8 onsite days	6 days	TBD	12 days
Estimated Annual Fee[2]	**$23,783**	**$15,174**	**$37,781**	**$27,390**	**$39,670**	**$26,446**	**$45,337**

Total current fees: $38,957

Fee Benchmarking Proposal Footnotes

1. Bidders were instructed to include some (minimum 4 days) onsite education days on an annual basis.
2. Estimated Annual fees shown excludes any conversion / implementation fees incurred in year one.
3. Should a participant fee structure be requested and assuming all plan assets are consolidated with Nationwide, Nationwide will charge $63 per participant.
4. Should a participant fee structure be requested, Corebridge will charge $87 per participant.

Fee Benchmarking Proposals

Proprietary Funds, Asset Based Fee Quotes

Total Plan Assets: $18,890,158
Total Account Balances: 550

Nationwide 457(b) Plan: $3,034,804
MissionSquare 457(b) Plan: $7,146,513
MissionSquare 401(a) Plan: $8,708,841

	MISSIONSQUARE, NATIONWIDE *(current fees)*	MISSIONSQUARE *(proposal – R10 PLUS Fund)*	NATIONWIDE *(proposal – Nationwide Fixed Account)*	COREBRIDGE *(Fixed Account)*	EMPOWER *(GIF65)*	LINCOLN *(Stable Value Account)*
MissionSquare 457(b) Plan	0.150% ($10,720)	0.150%[3] ($10,720)	0.085%[4] ($6,075)	0.110%[5] ($7,861)	0.05% ($3,573)	0.155%[6] ($11,077)
MissionSquare 401(a) Plan	0.150% ($13,063)	0.150%[3] ($13,063)	0.085%[4] ($7,403)	0.110%[5] ($9,580)	0.05% ($4,353)	0.155%[6] ($13,499)
Nationwide 457(b) Plan	0.50% ($15,174)	0.150%[3] ($4,552)	0.085%[4] ($2,580)	0.110%[5] ($3,338)	0.05% ($1,517)	0.155%[6] ($4,704)
Non-Discretionary Trustee & Custodial Services	Included	Included	Included	Included	Included	Included
Requested Education[1]	MissionSquare: 4 days	6 onsite and 6 virtual days	8 onsite days	6 days	TBD	12 days
Estimated Annual Fee[2]	$38,957	**$23,783**	**$16,058**	**$20,779**	**$9,445**	**$29,280**

Fee Benchmarking Proposal Footnotes

1. Bidders were instructed to include some (minimum 4 days) onsite education days on an annual basis.
2. Estimated Annual fees shown excludes any conversion / implementation fees incurred in year one.
3. MissionSquare's proposed revenue requirement assumes the R10 PLUS fund is utilized in the fund lineup and the $71,000 MVA is paid. They are proposing the following alternate fee scenarios:
    a) Recordkeeping the Nationwide Fixed Account during a 5-year crawl and not paying the MVA: 0.10%
    b) The R10 MissionSquare Retirement Target Date Funds are utilized with the R10 MissionSquare PLUS fund and the $71,000 MVA is paid: 0.11%
    c) The R10 MissionSquare Retirement Target Date Funds are utilized with the R10 MissionSquare PLUS fund and recordkeeping the Nationwide Fixed Account during a 5-year crawl and not paying the MVA: 0.06%
4. Nationwide's revenue requirement assumes a completely open architecture variable investment lineup and the City's continued use of the Nationwide Fixed Account as the stable value option. Should a participant fee structure be requested, Nationwide's revenue requirement would be $36 per participant.
5. Should a participant fee structure be requested, Corebridge's revenue requirement would be $44 per participant.
6. Lincoln is offering the following alternate fee scenarios:
    a) Re-enrollment into YourPath portfolios: 0.09%
    b) Like-fund mapping with target date funds mapping to YourPath portfolios: 0.12%

Fee Proposals

Managed Account Fees

	MISSIONSQUARE	NATIONWIDE	COREBRIDGE	EMPOWER	LINCOLN
Is the provider able to map the current managed account assets and participants to a proposed solution?	TBD	Yes; Managed account assets and participants can be mapped, but not personalized data.	No; Managed account assets and participants cannot be mapped.	Yes; Managed account assets and participants can be mapped, but not personalized data.	Yes; Managed account assets and participants can be mapped, but not personalized data.
Plan Sponsor Related Fees for Offering Managed Accounts	None	None	None	None	None
Participant Fee Schedules assuming opt-in solutions ***(paid only by participants utilizing managed accounts)***	**Guided Pathways:** • <$100k: 0.50% • Next $200k: 0.40% • Next $200k: 0.30% • >$500k: 0.20%	**Nationwide ProAccount:** • <$99k: 0.50% • Next $150k: 0.45% • Next $150k: 0.40% • Next $100k: 0.35% • >$500k: 0.30%	**GPS Portfolio Advisor:** • No additional fees **GPS Portfolio Manager:** • <100k: 0.60% • Next $150k: 0.50% • >$250k: 0.45% Portfolio Manager fees for participants holding an aggregate balance of less than $5,000 across all GPS accounts are waived.	**My Total Retirement:** • <$100k: 0.65% • Next $150k: 0.55% • Next $150k: 0.45% • >$400k: 0.35%	**Morningstar Investment Management:** • 0.45%
Would there be a pricing concession based on the inclusion and / or utilization of managed accounts?	No	ProAccount: we can offer a 0.02% reduction on all plan assets based on what the impact of the combination of products and services (including ProAccount) will have on plan asset growth. SVPP: we can offer a 0.01% reduction on all plan assets.	If City of New Smyrna Beach would like to include managed account services, a price reduction of 0.01% (1 basis point) calculated on all participant assets, excluding any outstanding loans. Alternatively $40 annually per participant, per plan.	No	If Managed by Morningstar online managed account services is made available, there is no change to pricing. If SVPP is the Qualified Default Investment Alternative, our required revenue is 0.13% annually on all assets.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE ADOPTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE ATLANTIC CENTER FOR THE ARTS.

October 28, 2025

Background:

The City and Atlantic Center of the Arts (ACA) collaborate in a variety of ways to enhance the quality of life for members of the New Smyrna Beach community. This MOU is designed it illustrate both organizations' responsibilities in the relationship.

Staff recommends adoption of the MOU.

Fiscal Analysis:

As outlined in the MOU, the City will provide the ACA with $10,000 annually (paid in four payments of $2,500) and complimentary use of the Brannon Center for Images including logistical support and marketing. The value of the use of the Brannon Center is approximately $24,000. The city will be promoted as the "Main Stage Sponsor" for Images and will be included on signage, branding, marketing materials, etc. City representative will introduce a band during the Images Live Stage performance and the City will receive six credentials to the patron lounge during Images. The ACA is responsible for payment for police officers during the event.

The ACA will provide the City five designated one-day public workshops throughout the year, participate in a City organized street fair event, participate in up to four visiting artist engagements at Babe James Community Center, invite City led youth programs to visit the ACA's main campus for tours and activities, and provide an annual report to the City Commission annually in October. The ACA will also carry and provide insurance for use of City facilities with the City listed as additionally insured and the certificate holder.

The City and the ACA will also partner in "ACA Live" which will be hosted at the Brannon Center. "ACA Live" is designed to bring high quality performing arts to New Smyrna Beach. An attachment outlining the scope and responsibilities for the partnership is attached to the MOU.

Strategic Plan Item:

Yes

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Atlantic Center for the Arts MOU.pdf

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEW SMYRNA BEACH, FLORIDA AND ATLANTIC CENTER FOR THE ARTS, INC.

THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEW SMYRNA BEACH, FLORIDA AND ATLANTIC CENTER FOR THE ARTS, INC. (Hereinafter "MOU") is entered into this ____ day of _____, 2025, by and between the City of New Smyrna Beach, Florida, a municipal corporation of the State of Florida, 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter "CITY") and Atlantic Center for the Arts, Inc., a Florida Not for Profit Corporation, mailing address 1414 Art Center Avenue, New Smyrna Beach, Florida 32168 (hereinafter "ACA").

RECITALS

WHEREAS, ACA is a Florida Not for Profit Corporation which since its inception has been a research and development lab for artists and a leader in arts programs for the community; and

WHEREAS, ACA community arts programs focus on collaboration between arts and wellness, environment, education, and accessibility; and

WHEREAS, The intersection of these disciplines offer creative opportunities to our community, inspiring hundreds of local youths, valued elders, and active adults each year; and

WHEREAS, ACA annually presents Images, a Festival of the Arts, as the CITY's premier art festival; and

WHEREAS, ACA and CITY desire to collaborate on regular basis throughout the year; and

WHEREAS, ACA and the CITY desire to promote their collaboration for the benefit of the CITY's residents; and

WHEREAS, the CITY desires to continue this mutually beneficial relationship that has been continuously on-going for 49 years for its residents; and

WHEREAS, the CITY and ACA have had an amicable and informal relationship; and

WHEREAS, the CITY wishes to formalize this relationship with ACA; and

WHERAS, the purpose of this MOU is to outline the relative responsibilities of the parties throughout the year;

NOW, THEREFORE, CITY AND ACA HEREBY AGREE AS FOLLOWS:

1. ACA shall be responsible for the following:

    A. Youth Workshops

(i) ACA shall provide two artist-led workshops at the Babe James Community Center (BJCC) Summer Camp. Dates to be coordinated with Leisure Services Department.

(ii) ACA will host BJCC youth at its Main Campus for a four-hour workshop during Spring Break. Transportation to and from ACA, for the participants, to be provided by the City. BJCC chaperones will be in attendance.

B. Public Workshops

(i) ACA shall provide two four-hour Arts & Wellness workshops at the Live Oak Cultural Center (LOCC).

(ii) ACA shall provide two one-hour workshops for caregiver's and preschoolers. Dates, times, and location to be mutually agreed upon by Leisure Services and ACA.

(ii.) During a City street fair event, ACA will have a presence. Scope of presence to be determined by ACA and Leisure Services Department. The date of the event shall be mutually agreed upon.

C. ACA Visiting Artists

(i.) ACA will provide up to four visiting artist engagements at BJCC with ACA Live Artists, ACA artists also with sound artists with the Sound Field Station, or the like on dates to mutually agreed upon.

2. CITY shall be responsible for the following:

A. CITY shall provide ACA with the following financial support to cover ACA's expenses over the course of the year:

Youth workshops	$2,500
Public workshops	$2,500
Visiting Artists	$2,500
Soundscape Field Station/Supplies/Educators	$2,500
Total	$10,000

B. CITY shall pay the ACA the total amount listed in 2.A. in quarterly installments of $2,500.00 due on the first of the month in February, April, June, and August each year during the Term of this MOU.

C. CITY shall pay the ACA a one-time $3,500 stipend for the George and June Musson Award following the IMAGES festival only in year one of this MOU.

The CITY has proudly supported the George and June Musson Award through its longstanding sponsorship with the Atlantic Center for the Arts for over 20 years. This award honors the legacy of George Musson, who served as Mayor of New

Smyrna Beach from 1977 to 1995, and his wife June Musson, a dedicated local artist. June was actively involved in the Images Art Festival, and the proceeds from her art sales helped fund college scholarships for local students.

3. Images Annual Art Festival:

   A. ACA will continue to present the Images annual art festival and provide the following to CITY:
      (i) A comprehensive parking plan
      (ii) Certificate of Insurance listing the city of as additionally insured and the certificate holder with the below limits.
         i. *Commercial General Liability Each Occurrence $1,000,000*
         ii. *Occurrence Basis General Aggregate $2,000,000*
         iii. *Blanket Contractual Liability Premises - Operations $1,000,000*
         iv. *Property Damage - Each Occurrence $ 500,000*
         v. *Aggregate $ 500,000*
         vi. *Fire Damage $ 50,000*
         vii. *Auto Liability Combined Single Limit $1,000,000*
         viii. *Any Auto Bodily Injury (Per Person) $ 200,000*
      (iii) Advertising and considerations of a "Main Stage Sponsor" valued at $10,000. Benefits to include the following.
         i. Prominent signage: ACA logo prominently displayed on main state and throughout festival grounds.
         ii. Featured recognition: City will be announced as a Main Stage sponsor during all performances.
         iii. Festival promotion materials to include both the City seal and Brannon Center logos.
         iv. Exclusive branding opportunities: including branded merchandise, giveaways, and activations.
         v. Take the Mic: City shall have the opportunity to introduce one band from the IMAGES Live Stage.
         vi. VIP Access: 6 VIP credentials to Patron's Lounge and Patron/Sponsor Party.
      (iv) ACA shall be responsible for payment to cover the cost of special duty police officers to work the event. The specific number of officers required to be determined by Police Chief.

   B. CITY will provide the following resources in support of Images:
      (i) Access to all city parking lots/spaces in vicinity of event for patron parking.
      (ii) Barricades, signage, a-frame signs, bleachers, etc. needed to close roads for the festival.
      (iii) Complimentary use of Brannon Center from the Thursday prior to the event until the Monday following the festival.

(iv) Web and social media updates regarding the festival, parking availability, and general festival information.

4. Term of MOU:

   The term of his MOU will be from 1 January 2026 until 31 December 2026. This MOU will automatically renew for one (1) year terms, for ten (10) years. Either party may terminate this MOU with or without cause upon 90 days written notice. This MOU may only be modified as provided in paragraph 8.

5. Indemnification:

   A. ACA shall provide proof of liability insurance to the CITY. Such insurance shall name CITY as an additional insured for a minimum of $1,000,000.00 and shall have a contractual liability endorsement. ACA agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of ACA in the performance of his obligations under this MOU, to the extent that ACA is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between ACA and CITY. ACA shall not be obligated to indemnify CITY for CITY's sole negligence.

   B. CITY agrees, to the fullest extent permitted by law and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, to indemnify and hold harmless ACA against damages, liabilities and costs arising from the negligent acts of CITY in the performance of its obligations under this MOU, to the extent that CITY is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CITY and ACA. CITY shall not be obligated to indemnify ACA for ACA's sole negligence.

6. CITY's Representative:

   CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall be available to work with ACA and render decisions related thereto in a timely manner to as to avoid unreasonable delays.

7. ACA's Representative:

   ACA shall designate a representative authorized to act on behalf of ACA. The authorized representative shall be available to work with CITY and render decisions related thereto in a timely manner to as to avoid unreasonable delays.

8. Modification and Assignability of MOU:

This MOU contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This MOU may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. ACA may not subcontract or assign its rights or duties arising herein without prior written consent and express authorization of CITY.

DONE and ORDERD by the City Commission of New Smyrna Beach, Florida this ____ day of _____, 2025.

[SIGNATURE PAGES TO FOLLOW]

ATLANTIC CENTER FOR THE ARTS, INC.
a Florida Not for Profit corporation

BY: _____

_____, President

Witnesses #1:

_____
Signature

_____
Printed Name

Witnesses #2:

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by _____, as president of **ATLANTIC CENTER FOR THE ARTS, INC.**, a Florida Not for Profit corporation, on behalf of the corporation, who is personally known to me or who provided _____ as identification.

WITNESS my hand and seal this ____ day of _____, 2025.

_____
Notary Public

(Notary Seal or Stamp)

(City Seal) **CITY OF NEW SMYRNA BEACH**,

a Florida municipal corporation

By: _____
Fred Cleveland, Mayor

ATTEST:

_____
Sharon Taylor-Harding, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did personally appear **Fred E. Cleveland** and **Sharon Tayor-Harding**, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and a such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Assignment and Assumption of License Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

Witness my hand and seal this _____ day of _____, 2025.

_____
Notary Public

(Notary Seal or Stamp)

Attachment A

The City of New Smyrna Beach, Florida, a municipal corporation of the State of Florida, 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter "CITY") and Atlantic Center for the Arts, Inc., a Florida Not for Profit Corporation, mailing address 1414 Art Center Avenue, New Smyrna Beach, Florida 32168 (hereinafter "ACA"), the "Parties" agree to collaborate through ACA Live to present live one concert event at the City's Brannon Center, on Saturday, January 24, 2026, featuring Bluffett: A Jimmy Buffett Tribute Band.

1. Pilot Concert Details

Date: Saturday, January 24, 2026
Venue: Brannon Center provided by the City
Doors Open: 6:00 PM
Concert Begins: 7:00 PM
Event Ends: 10:00 PM
Event Name: ACA Live @ IMAGES with the City of New Smyrna Beach present

2. Roles & Responsibilities

A. City of New Smyrna Beach:

- Provide venue/facility (Brannon Center) for the concert and weekend of IMAGES Festival of the Arts
- Supply staging, tables, chairs, and necessary staffing (security, ushers, etc.).
- Collaborate on marketing and promotional efforts.
- Refer interested sponsors to ACA for sponsorship.

B. Atlantic Center for the Arts

- Secure and contract the performing band.
- Provide sound equipment and production staff.
- Collaborate on marketing and promotional efforts.
- ACA will procure the temporary liquor license and handle the bar, staffing and beverage sales and retain the total proceeds.
- ACA will obtain sponsors and retain sponsor proceeds for ACA.

3. Marketing & Promotion

- The Parties agree to jointly promote the event through:
- Social media platforms.
- Email newsletters.
- Local press and media outreach.

- Printed materials and signage.
- All promotional materials will include logos and branding for both ACA and the City.

4. Ticketing & Revenue Sharing

- Tickets will be sold through the City of NSB's platform with all email and other contact information to be shared with ACA.
- The City of NSB's staff would handle check in the evening of the concert with ticketing platform.
- Net profits from gross ticket sales will be split equally (50/50) between ACA and the City

5. Term & Future Collaboration

This Agreement covers the pilot concert on January 24, 2026. Upon successful execution, the Parties may enter into multiple concerts or entertainment events with the Brannon Center and/or city venues with city terms in a longer-term agreement for future ACA Live events.

6. Miscellaneous

- Each Party shall maintain appropriate insurance coverage for its responsibilities.
- This Attachment shall be governed in accordance with the Terms and Conditions set forth in the Memorandum of Understanding between the Parties.
- This Agreement may be amended in writing by mutual consent.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF ACCEPTANCE OF THREE (3) FIND GRANT AWARDS - NO WAKE ZONE CONSTRUCTION, NORTH CAUSEWAY (AOB SITE) PART 3 PHASE 1 DESIGN, AND LAW ENFORCEMENT VESSEL PHASE 2 CONSTRUCTION.

October 28, 2025

Background:

The Florida Inland Navigation District (FIND) offers yearly grant opportunities through the Waterways Assistance Program to improve public access to the water. This year, City Staff applied for three (3) separate grants to assist with funding the following City projects: North Causeway (AOB) Part 3 Phase 1 Design, Law Enforcement Vessel Phase 2 Construction, and the construction of a No Wake Zone in the Intracoastal Waterway (ICW). In September of 2025, FIND announced that all three (3) grants were awarded for funding for the 2025-2026 Fiscal Year. The total awarded funding amount was $371,250.00 across all grants. This report would allow for a formal acceptance of grant funding from FIND.

Fiscal Analysis:

The FIND Waterways Assistance grant is a 1:1 match reimbursement grant. The total grant funding awarded is $371,250.00 across three (3) separate grants. The match funding will be provided by a combination of the General Fund and Police Impact Fees and has been budgeted for FY25-26.

The City was awarded the following amounts for each grant request:

North Causeway (AOB) Part 3 Phase 1:

- Total Grant Award: $90,000
- Total Project Cost: $180,000

No Wake Zone Construction:

- Total Grant Award: $20,000
- Total Project Cost: $40,000.

Law Enforcement Vessel Boathouse Phase II:

- Total Grant Award: $261,250
- Total Project Cost: $522,500

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

Res 07-25 FIND Grant - No Wake Zone.pdf
VO-NSB-25-156 No Wake Zone Signs AGR.pdf
Res 10-25 FIND Grant N. Causeway Marina and Amenities Ph 3.pdf
VO-NSB-25-157 North Causeway (AOB) Part 3 Ph I AGR.pdf
Res 06-25 FIND Grant - Marine Vessel Boathouse Ph 2.pdf
VO-NSB-25-158 Law Enforcement Boathouse Ph II AGR.pdf

RESOLUTION NO. 07-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A FIND GRANT APPLICATION FOR CONSTRUCTION OF A NO WAKE ZONE (NWZ) ALONG A 1,000-FOOT STRETCH OF WATER NEAR THE NEW SMYRNA BEACH YACHT CLUB, COVERING 500 FEET NORTH AND SOUTH OF THE EXISTING PUMP STATION USING WOODEN PILINGS AND MARINE GRADE SIGNAGE; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: No Wake Zone Construction
Total Estimated Cost: $40,000
Brief Description of Project: For construction of a No Wake Zone (NWZ) along a 1,000-foot stretch of water near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station using wooden pilings and marine grade signage.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

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

SECTION 1: ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 50% of the actual cost of the project. Said form of application is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by FIND.

SECTION 3: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/7/2025



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

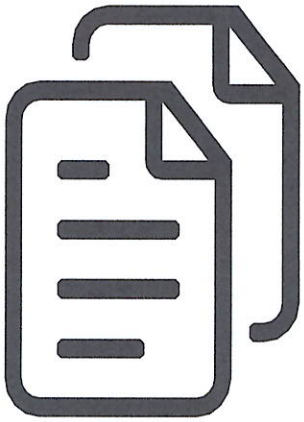
SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST. (See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) **(Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	◉	○
10.	Attorney's Certification (Land Ownership) Attachment E-6	◉	○
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel — Print Liaison Name

Grant Coordinator — Title

Liaison Signature

Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: No Wake Zone Construction	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Kevin Cowper	Email: kcowper@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: Dhilan Patel
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2616	
Project Address: 1201 S. Riverside Drive, New Smyrna Beach, FL 32168 (note this project will be in the ICW near this location).	
Requested FIND Funding:	$20,000
Eligible Matching Funds Amount:	$20,000
Match Percentage:	50%
Total Project Costs:	$40,000
Applicant's Funding Source:	City's General Funds

_____ _____

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

This project aims to construct a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station and utilizing wooden pilings and marine grade signage. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.
Item 9. Waterway signs & buoys for safety, regulation, or information

b) Explain how the project fits this priority category.

This project proposes to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to improve boating safety, protect infrastructure, reduce erosion, and safeguard marine and shoreline habitats, aligning with FIND's waterway management priorities.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

This project proposed to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to enhance navigation safety, protect infrastructure, and preserve marine and shoreline habitats. It aligns with FIND's mission by reducing wake-related hazards, preventing erosion, and promoting responsible waterway use within the Intracoastal Waterway, ensuring long-term safe navigation, accessibility, and environmental sustainability.

2. Ownership of Project Site:

Own [ ] Leased [ ] Other [X]

If leased or other, please describe lease or terms and conditions:

The City has a submerged lands lease and the ICW is federally owned and maintained by the US Army Corp of Engineers. The local managing office would be the USACE Jacksonville District Office.

3. Has the District previously provided assistance funding to this project or site?

Yes [ ] No [X]

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project will promote safe public access and navigation in the Intracoastal Waterway near the New Smyrna Beach Yacht Club by establishing a No Wake Zone. By reducing vessel speeds, the project will create a safer environment for recreational boaters and marina users, minimizing the risk of collisions and wake-related hazards. The navigational benefits include improved waterway management by ensuring controlled speeds in a congested area, reducing conflicts between vessels, and supporting smoother, more predictable boating conditions.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The New Smyrna Beach Yacht Club area experiences high boating traffic, creating a strong demand for safer navigation and shoreline protection. With a mix of recreational boaters, kayakers, and marina users, excessive wake has led to safety concerns, property damage, and shoreline erosion. This project addresses these issues by establishing a No Wake Zone, reducing wake-related hazards, improving boater safety, and protecting infrastructure. By slowing vessel speeds, the project enhances safer waterway usability and public access.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with City's local maritime management plans by improving boating safety, shoreline protection, and waterway accessibility near the New Smyrna Beach Yacht Club. Establishing a No Wake Zone supports public access initiatives by ensuring safer conditions for recreational boaters, kayakers, and marina users while protecting infrastructure from wake damage. It contributes to broader public usage goals by enhancing navigational efficiency, reducing environmental impacts on sensitive habitats, and promoting responsible waterway use.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local sponsor has not previously implemented any speed zones or restrictive use measures in this area but recognizes the growing need for enhanced boating safety due to increased vessel traffic and wake-related impacts. This project proposes to install No Wake Zone signage as a proactive step toward improving navigation safety and shoreline protection.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☒

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

The project will continue to be maintained by City staff and funded with City's General Funds after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. This project is currently being permitted.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. No known impediments identified that would potentially delay issuance of the required permits, except US Coast Guard responsiveness.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. $40,000.00.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? 30 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Piles will be embedded to a depth that considers storm surge and hurricane impacts.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a Law Enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$10,000	$5,000	$5,000
Survey	$2,000	$1,000	$1,000
Piles, Signage, Installation	$20,000	$10,000	$10,000
Bidding and Construction Management	$8,000	$4,000	$4,000

****TOTALS =**	$40,000	$20,000	$20,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date	Component
November 2025	Bidding
January 2026	Receive Bids
February 2026	Approve Contractor
March 2026	Initiate Construction
May 2026	Complete Construction & Close-out

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of New Smyrna Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title No Wake Zone Construction

Total Estimated Cost $ 40,000 Brief Description of Project: This project aims to establish a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of New Smyrna Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of New Smyrna Beach
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of New Smyrna Beach
(Name of Agency)

AND, be it further resolved by the City of New Smyrna Beach
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ City of New Smyrna Beach_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. VO-NSB-25-156

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of New Smyrna Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the No Wake Zone Signs. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $20,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing

contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of New Smyrna Beach
Attention: City Manager, Capital Improvements
210 Sams Avenue
New Smyrna Beach, FL 32168

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of New Smyrna Beach

By:_____

Title: _____

Date: _____

EXHIBIT A

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$10,000	$5,000	$5,000
Survey	$2,000	$1,000	$1,000
Piles, Signage, Installation	$20,000	$10,000	$10,000
Bidding and Construction Management	$8,000	$4,000	$4,000

****TOTALS =**	$40,000	$20,000	$20,000

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
a. Project management, administration and inspection,
b. Design, permitting, planning, engineering or surveying costs for completed construction project,
c. Restoration of sites disturbed during the construction of an approved project,
d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:			
Project Sponsor (Grantee):			
Reimbursement Request # (or final):			Notes for clarification of this Reimbursement Request:
Grant Amount			
Previous Total Payments			
Previous Total Retainage Held by FIND			
Available Balance	$ 0.00		
Funds Requested for this Payment			
10% FIND Retainage (Unless Final)			
Check Amount	$ 0.00		
Grant Amount	$ 0.00		
All Payments + All FIND Paid Retainage	$ 0.00		
Remaining Balance	$ 0.00		

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-50, 66B-2(Effective Date 1-1-26)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⟆ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MπMπHC)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php



RESOLUTION NO. 10-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A FIND GRANT APPLICATION FOR THE PHASE III DESIGN OF THE NORTH CAUSEWAY MARINA AND AMENITIES; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: North Causeway Marina and Amenities, Phase III
Total Estimated Cost: $180,000
Brief Description of Project: For design of a potential 52 slip docking facility with amenities such as transient floating dock, sewage pump out, and a restroom with police storage/office facility.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

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

SECTION 1: ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 50% of the actual cost of the project. Said form of application is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by FIND.

SECTION 3: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	BR	—
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) **(Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	○	◉
10.	Attorney's Certification (Land Ownership) Attachment E-6	○	◉
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
Dhilan Patel	03-24-2025
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements. **Item 11.Public waterfront parks and boardwalks and associated improvements**

b) Explain how the project fits this priority category.

This project is necessary to accommodate the growing need of boat slips at the City. This project proposes a more modern and flexible state, concrete floating docks, finger piers, and extension of a linear floating dockage to facilitate larger transient vessels. The proposed improvements will enable ease of access in all tidal conditions, increased boater safety, and increased longevity and the ability to withstand storm surge. This would diversify the site and accommodate a wide variety of recreational access to ICW.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

FIND is committed to continued management and maintenance of the ICW and the development of waterway access and improvement projects. The City shares this commitment and has a vested interest in improving safety and access for boaters and recreational watercraft users that will be using this direct access point to the ICW.

2. Ownership of Project Site:

Own [X] Leased [ ] Other [ ]

If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site?

Yes X No [ ]

4. If yes, please list the project name, number and funding amount received:

Project name: North Causeway AOB Boat Ramp Design Phase 1 - $147,000
Project name: North Causeway AOB Boat Ramp Construction Phase 1 (FIND Phase 2) Construction – $560,000
Project name: North Causeway AOB Phase 2 Rock Revetment Construction– $288,000

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

There are (45) paved boat trailer parking spaces at the immediate boat ramp launch with an overflow lot directly to the west on 4 acres of land that can accommodate approximately eighty (80) additional boat trailers and 50 additional standard vehicles (without trailers). These sites are accessible by the public.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

An estimated 52 slips new slips

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

The proposed floating system will align and adjust height with the moving tides providing safe access for all recreational watercraft. The added docks and amenities will allow for more access to the ICW in a centralized location for New Smyrna Beach.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

High boater demand has led to developing this amenity for boaters due to limited slips at the city marina. This project expands public access, adds 372 feet of floating docks and boat slips, and improves shoreline stabilization, reducing congestion and enhancing safety, resilience, and navigation efficiency for long-term use.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with regional maritime plans, public access initiatives, and local comprehensive plans by enhancing safe, ADA-compliant waterfront access and improving resiliency along the Intracoastal Waterway (ICW). It supports boater safety, increased docking capacity and waterfront revitalization, contributing to economic development and tourism. Securing construction funding will further expand public access, promote resilient infrastructure, and enhance maritime connectivity for both residents and visitors.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local Sponsor has not, nor plans to, implement any boating access, speed zone, commercial access or other restrictive use in the area of this site.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes [ ] No [X]

If answered Yes:

a) List or provide a fee schedule.

City is establishing similar fee schedule to the City Marina, based on vessel size that is docked.

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

TBD

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

TBD

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

City will charge fees similar to the City Marina.

9. Please list all Environmental Resource Permits required for this project:

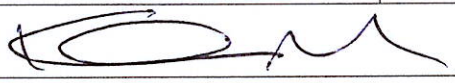
Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	TBD	TBD
USACE	Y	TBD	TBD

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Jesse Kobe	Email: jkobe@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: dpatel@dmces.com
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2613	
Project Address: 170 North Causeway, New Smyrna Beach, FL 32169	
Requested FIND Funding:	$90,000
Eligible Matching Funds Amount:	$90,000
Match Percentage:	50%
Total Project Costs:	$180,000
Applicant's Funding Source:	City General Funds



Applicant Signature Certifying the Above Information

KEVIN A. COOPER - City Manager

Print Name

Project Summary: Maximum 200 Words

The scope of work is for a Phase 1 design and permitting project for a potential 52 slip docking facility with amenities as well as a transient floating dock, sewage pump out, including a restroom and Police Storage/office facility. The slips will accommodate boats up to 40 ft and the transient dock will accommodate vessels up to 60 ft. There will be water and electrical connections, including all fire suppressant aspects to meet city codes.

The City has a strong demand for additional boat slips and this project will facilitate this demand and is intended to provide safety improvements for boaters and recreational watercraft users of the Intracoastal Waterway (ICW). Proposed construction time frame will be in 2026/2027.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Phase 1 Design and Permitting	$180,000	$90,000	$90,000

****TOTALS =**	$180,000	$90,000	$90,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date:	Component:
November 2025	Initiate Design
January 2026	Initiate Permitting
August 2026	Complete Design and Permitting

ATTACHMENT E-5

RESOLUTION FOR ASSISTANCE 2025

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE_____is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____ and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of_____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____

_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20_____.

_____ _____
Attest Signature

_____ _____
Title Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____to the (City or County) conveying _____(Type of interest, i.e., Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____years.

Sincerely,

(Name)
Attorney, (City or County)

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. VO-NSB-25-157

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of New Smyrna Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the North Causeway (AOB) Part 3 Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $90,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing

contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of New Smyrna Beach
Attention: Grant Coordinator, Capital Improvements
210 Sams Avenue
New Smyrna Beach, FL 32168

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of New Smyrna Beach

By:_____

Title: _____

Date: _____

EXHIBIT A

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Phase 1 Design and Permitting	$180,000	$90,000	$90,000

****TOTALS =**	$180,000	$90,000	$90,000

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
a. Project management, administration and inspection,
b. Design, permitting, planning, engineering or surveying costs for completed construction project,
c. Restoration of sites disturbed during the construction of an approved project,
d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-50, 66B-2(Effective Date 1-1-26)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⁀ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MπMπHC)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

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*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php



RESOLUTION NO. 06-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE DEVELOPMENT/CONSTRUCTION OF A MARINE LAW ENFORCEMENT/SEARCH AND RESCUE VESSEL BOATHOUSE PHASE 2; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 2
Total Estimated Cost: $522,500
Brief Description of Project: Police Boathouse

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

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

SECTION 1: ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 50% of the actual cost of the project. Said form of application is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by FIND.

SECTION 3: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 2/14/2025



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

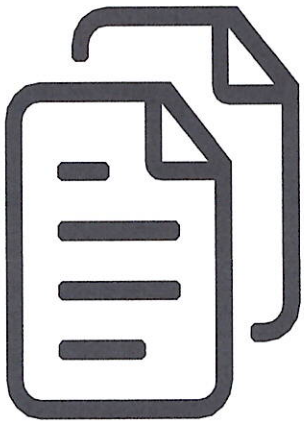
SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST. (See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 2
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (**Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	○	○
10.	Attorney's Certification (Land Ownership) Attachment E-6	○	○
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Olivia Thomas — CIP Grant Coordinator

Print Liaison Name — Title

Liaison Signature — Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Police
Project Title: Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 2	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Jesse Kobe	Email: jkobe@cityyofnsb.com
Grant Liaison: Dhilan Patel	Email: dpatel@dmces.com
Mailing Address: 246 Industrial Park Ave.	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-424-2220	
Project Address: North Causeway West Boat Ramp, New Smyrna Beach	
Requested FIND Funding:	
Eligible Matching Funds Amount:	
Match Percentage:	
Total Project Costs:	
Applicant's Funding Source:	

_____ _____

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

The New Smyrna Beach Police Department (NSBPD) has acquired a vessel for use throughout the intracoastal waterway in the City of New Smyrna Beach. The city covers approximately six (6), continuous miles of the intracoastal waterway in addition to Ponce de Leon Inlet, one of busiest waterway traffic inlets in east Central Florida. The vessel will be used by the police department for marine emergency services, law enforcement, search and rescue, and waterway safety and education.

The NSBPD marine vessel will require a boathouse that will be partly over water on the ICW, that will allow the vessel to be stored and maintained year-around. Further, it would allow marine unit officers to mount the vessel in an expediting manner and provide marine emergency services without delay.

The Covered and Enclosed Boathouse is estimated to be approximately 561 sq ft with a 12 ft Aluminum Gangway. This grant request will be for the Construction/Phase II funding of the boathouse. Proposed construction time frame will be 11/2025 to 9/2026

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.
Item 17. Other waterway related projects

b) Explain how the project fits this priority category.

Maintaining the NSBPD marine vessel in a boathouse would allow marine unit officers to prepare the vessel in an expediting manner and provide marine emergency services without delay, clearing of waterways by the removal of derelict vessels, search and rescue and, waterway education and safety.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

To perform the functions such as emergency services, clearing of waterways by the removal of derelict vessels, search and rescue and, waterway safety to the ICW, the vessel in the boathouse will be prepared for immediate launch providing assistance to residential/visiting boaters, to maintain waterway safety and access.

2. Ownership of Project Site:

Own [X] Leased [ ] Other [ ]

If leased or other, please describe lease or terms and conditions:

Not Applicable

3. Has the District previously provided assistance funding to this project or site?

Yes [X] No [ ]

4. If yes, please list the project name, number and funding amount received:

Project name: Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 1
Project funding amount received: $125,000.00

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

The request is for a Law Enforcement multi-purpose marine vessel boathouse, which will enable the city police department to provide cover and launch access.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

Not Applicable

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project will provide or enhance public safety for the District's waterways. It will protect the boating community by reducing response times for boater safety, emergency services, search and rescue, and water safety education.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The location of this facility is at the City's highly used boat ramp facility and will provide boat safety and oversight. This facility will also be next to future proposed boat slips and amenities the City is proposing at this site.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

Construction of this project will enhance operational readiness of NSBPD by providing a dedicated launch area, improving response times for marine law enforcement. This infrastructure is critical for maintaining public safety and law enforcement effectiveness in the city's waterways.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The ICW within New Smyrna Beach maintains boating speed zones and commercial access within the site which will be a restricted facility.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☒

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. Yes, FDEP and USACE permits will be applied for.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. No known impediments identified that would potentially delay issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. This application is for Phase 2 Construction Application. Design and Pemitting are underway.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? The design life it anticipated to be 40-50 years with proposed materials such as Pressure Treated Timber and Stainless Steel Hardware. However, Police Department may consider other synthetic decking material to determine best cost for longevity and maintenance.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? The dock will be raised with boat lift to further protect and maintain the structure from hurricane winds. Flow-through decking material may be considered to reduce impacts from unusually high storm surge.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety. To perform the functions such as emergency services, clearing of waterways by the removal of derelict vessels, search and rescue and, waterway safety to the ICW, the vessel in the boathouse will be prepared for immediate launch providing assistance to residential/visiting boaters, to maintain waterway safety and access.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience. Police training and experience for those handling the boat.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary. A centrally located boathouse provides a rapid response to emergencies such as drownings, boating accidents, search-and-rescue. A visible, well equipped PD presence on the waterway helps deter illegal activities on the water.

AREA OF COVERAGE

- What is the range or area of coverage for this project? The PD has jurisdiction of roughly 18 sq miles out into the ocean and 6 continuous miles over ICW.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 2
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$70,000	$35,000	$35,000
Survey	$6,000	$3,000	$3,000
Dock with lift, Canopy, Piles	$340,000	$170,000	$170,000
Bidding and Construction Management	$24,000	$12,000	$12,000
Electrical	$25,000	$12,500	$12,500
Water	$4,500	$2,250	$2,250
Dredging	$28,000	$14,000	$14,000
Environmental Compliance	$15,000	$7,500	$7,500
Hauling & Disposal	$10,000	5,000	$5,000

****TOTALS =**	$522,500	$261,250	$261,250

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 2
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date	Component
November 2025	Bidding
January 2026	Receive Bids
February 2026	Approve Contractor
March 2026	Initiate Construction
September 2026	Complete Construction & Close-out

ATTACHMENT E-5

RESOLUTION FOR ASSISTANCE 2025

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE_____is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of_____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____

_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20_____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. VO-NSB-25-158

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of New Smyrna Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Law Enforcement Vessel Boathouse Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $261,250.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing

contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of New Smyrna Beach
Attention: Grant Coordinator, Capital Improvements
210 Sams Avenue
New Smyrna Beach, FL 32168

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of New Smyrna Beach

By:_____

Title: _____

Date: _____

EXHIBIT A

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Development/Construction of a Marine Law Enforcement/Search and Rescue Vessel Boathouse, Phase 2
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$70,000	$35,000	$35,000
Survey and Environmental Compliance	$21,000	$10,500	$10,500
Dock with lift, Canopy, Piles, Electrical, and Water	$369,500	$184,750	$184,750
Dredging, Hauling & Disposal	$38,000	$19,000	$19,000
Bidding and Construction Management	$24,000	$12,000	$12,000
****TOTALS =**	$522,500	$261,250	$261,250

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
a. Project management, administration and inspection,
b. Design, permitting, planning, engineering or surveying costs for completed construction project,
c. Restoration of sites disturbed during the construction of an approved project,
d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:			
Project Sponsor (Grantee):			
Reimbursement Request # (or final):			Notes for clarification of this Reimbursement Request:
Grant Amount			
Previous Total Payments			
Previous Total Retainage Held by FIND			
Available Balance	$ 0.00		
Funds Requested for this Payment			
10% FIND Retainage (Unless Final)			
Check Amount	$ 0.00		
Grant Amount	$ 0.00		
All Payments + All FIND Paid Retainage	$ 0.00		
Remaining Balance	$ 0.00		

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-50, 66B-2(Effective Date 1-1-26)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵẑŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⟆ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MπMπHC)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php



THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CONSIDER THE APPROVAL OF THE EXTENSION OF A CONTRACT WITH ALLEN, NORTON, & BLUE TO PROVIDE SERVICES AS THE CITY'S OUTSIDE LABOR ATTORNEY.

October 28, 2025

Background:

Allen, Norton & Blue (ANB) has served as the City's outside labor attorney for over 30 years. Over the past three decades, ANB's attorneys have provided consistent, high-quality legal counsel across a wide spectrum of labor and employment matters. Their deep institutional knowledge of our city's workforce, policies, and history allows them to offer guidance that is both legally sound and contextually informed. This is a rare and invaluable asset—especially in a field where nuance, precedent, and continuity are critical.

From the perspective of the Human Resources Department, ANB has been a trusted advisor and an essential resource. Their contributions include:

- Collective Bargaining Support: Providing expert negotiation strategies and legal review that have helped us maintain fair and sustainable labor agreements.
- Grievance and Disciplinary Guidance: Advising on sensitive personnel matters with discretion and clarity, helping us resolve issues before they escalate.
- Legal Compliance and Risk Mitigation: Ensuring our employment practices align with federal, state, and local laws, thereby protecting the city from costly litigation and reputational harm.
- Training and Education: Offering information and one-on-one guidance to HR staff and leadership on emerging legal trends and best practices.
- Strategic Counsel: Serving as a sounding board for policy development and organizational change, always with an eye toward legal defensibility and workforce impact.

ANB's responsiveness, professionalism, and ability to tailor advice to our unique municipal environment have made them an indispensable part of our HR operations and partner to our in-house Legal Department. Their presence has allowed us to act with confidence, knowing that our decisions are grounded in both legal expertise and a deep understanding of our city's values and goals.

Discontinuing this relationship would not only disrupt our current operations—it would also mean losing decades of accumulated insight and trust. Onboarding new counsel would require significant time and resources, and even then, it would be difficult to replicate the depth of understanding and rapport that currently exists. Continuation of the current contract will reinforce our commitment to stability, legal excellence, and the responsible stewardship of our workforce.

In accordance with Section 2.31 of the City's Purchasing Policy, non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure for legal services and expenses. This provision is particularly relevant in the case of our outside labor attorney, whose specialized expertise and long-standing relationship with the city make competitive bidding impractical and potentially disruptive.

The firm's deep familiarity with our labor history, union relationships, and internal policies allows them to provide highly efficient and targeted legal support. Engaging new counsel would not only require a significant onboarding period but could also result in increased costs due to the time needed to build institutional knowledge and rapport with city staff and union representatives.

Moreover, the proposed rates for continuing the contract with our current firm/attorney are consistent with market standards and reflect the value of continuity, responsiveness, and proven performance. The cost of transitioning to new legal representation—factoring in potential delays, increased risk exposure, and the loss of strategic insight—would likely exceed any perceived savings from a competitive procurement process.

For these reasons, staff recommends continuing the contract with our current labor counsel under the non-competitive negotiation provision. This approach ensures fiscal responsibility while preserving the high-quality legal support that our Human Resources Department, Legal Department, City Manager, and the city as a whole have relied on for over three decades.

Fiscal Analysis:

The proposed new contract is for a three-year term, with the option to renew for one year, up to two times. The rates will increase by 5% annually, which reflects both market trends and the continued value of the services provided. The following rates for the new

contract will apply the first year: $367.00/hour for partners, $351.00/hour for associates, and $141.00/hour for paralegals.

The current FY2026 budget includes $50,000 for services with ANB. Barring any unforeseen circumstances, the budget is not expected to be affected.

Strategic Plan Item:
No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

2025 NSB Agreement for legal services.pdf

AGREEMENT FOR EMPLOYMENT AND LABOR LAW
LEGAL SERVICES

THIS AGREEMENT made and entered into effective on date last signed below by and between the City of New Smyrna Beach, Florida ("City") and Allen Norton & Blue, P.A. ("Law Firm").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm in connection with general advice and representation on labor and employment matters, and

WHEREAS, the Law Firm has been selected to represent the City's interests in these matters.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Law Firm and the City hereby agree as follows:

1. The City hereby engages Law Firm to provide legal representation to the City for labor and employment related legal matters as set forth in this Agreement in a timely, professional, and competent manner.

2. The services to be rendered under this Agreement are as follows:

   a. Representation of the City's interests with regard to labor and employment matters, as requested by the City;
   b. Consultation with the City Attorney's office as needed concerning labor and employment legal issues; and
   c. Legal services related to the above.

3. The billing rate is $367.00 per hour for partners, $351.00 per hour for associates and $141.00 for paralegals. These hourly rates are subject to an automatic 5% annual increase during each year of this agreement.

4. The City will pay reasonable costs and out-of-pocket expenses.

5. Law Firm will send a monthly itemized billing statement showing the correct amount of time for each person who renders billable services, the hourly rate, the amount of fees for the services and the services provided. Clerical services are deemed to be overhead and not billable as paralegal time. The billing will also itemize the expenses. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.

6. For the duration of this Agreement and the Law Firm will not accept or represent clients in matters adverse to the City without prior written authorization.

7. The term of this Agreement shall commence on date set forth below and shall remain in effect for three (3) years with two (2) additional renewal options for renewal of one (1) year each; the renewal options will be subject to an increase of 5% each year, or as otherwise agreed. This Agreement is terminable by either party upon fifteen (15) days written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in any proceeding will be prejudiced.

8. This Agreement shall be modified only by a written agreement duly executed by the City and Law Firm.

9. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

10. This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

11. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Volusia County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Volusia County or the United States District Court, Middle District of Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

12. The Firm shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If the Firm does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, the parties have signed this Agreement as the dates and year written below.

CITY OF NEW SMYRNA BEACH

Attest: _____

Date: _____, 2025

By: _____

Date: _____, 2025

ALLEN NORTON & BLUE, P.A.

By: _____
John "J.K." W. Keller, IV

Date: October 8, 2025

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE IMAGES, A FESTIVAL OF THE ARTS TO BE HELD ON FRIDAY JANUARY 23RD THRU SUNDAY JANUARY 25TH, 2026.

October 28, 2025

Background:

The Atlantic Center for the Arts (ACA) will be hosting the annual event of IMAGES: A Festival of the Arts. This premiere juried fine arts festival, will be held January 23 - 25, 2026 along Riverside Drive and a portion of Canal Street. The event hosts 230 artists, food vendors, a beer garden, children's art exhibit, and music in Riverside Park and the Brannon Center.

Atlantic Center for the Arts requests the road closures of Riverside Drive from Andrews Street northbound to Canal Street and Canal Street from Riverside Drive westbound to past Live Oak Street, Downing Street from Riverside Drive to Magnolia Avenue, Douglas Street from Riverside Drive to Magnolia Street, Lytle Street from Riverside Drive to Magnolia Street, Magnolia Street from Canal Street to Downing Street, Live Oak Street half block from Canal Street to Downing Street and to have a beer garden within Riverside Park. The event will have food trucks parked on Magnolia Street from Canal Street southbound to Douglas Street. Alcoholic beverages will be served in the beer garden located in Riverside park, within a designated fenced in area only. No open containers will be allowed outside the designated area, nor on any City Right of Way. There will be three or four tents exceeding 120 square feet or greater to be used during the event. Private security for Friday and Saturday nights will be handled by CMG Security with two NSBPD Officers each evening. The Fire Department will provide fire safety inspections of all food service vendors.

Staff recommends approval of the event application.

Fiscal Analysis:

The city has historically waived costs associated with the IMAGES Festival as the festival drives a significant economic impact to the city.

The ACA and the city's Leisure Service Department will partner to host an "ACA Live" concert at the Brannon Center the evening of Saturday, January 24th during the IMAGES

Festival. The ticket revenue from this event will be split 50/50 between both parties. Details regarding this event are outlined in the attachment to the Memorandum of Understanding (MOU) between the city and ACA.

The City's in-kind costs are:

The Brannon Center: $24,825.00 (Rental: Thursday January 23 thru Monday January 27, 2025)

Riverside Park: $2,500.00 (Rental: Thursday January 23 thru Monday January 27, 2025)

Special Event Fee: $500.00

Building Permit Fee: $300.00

Banners: $50.00

George and June Musson Award: $3,500.00

Total Amount: $31,675.00

Strategic Plan Item:

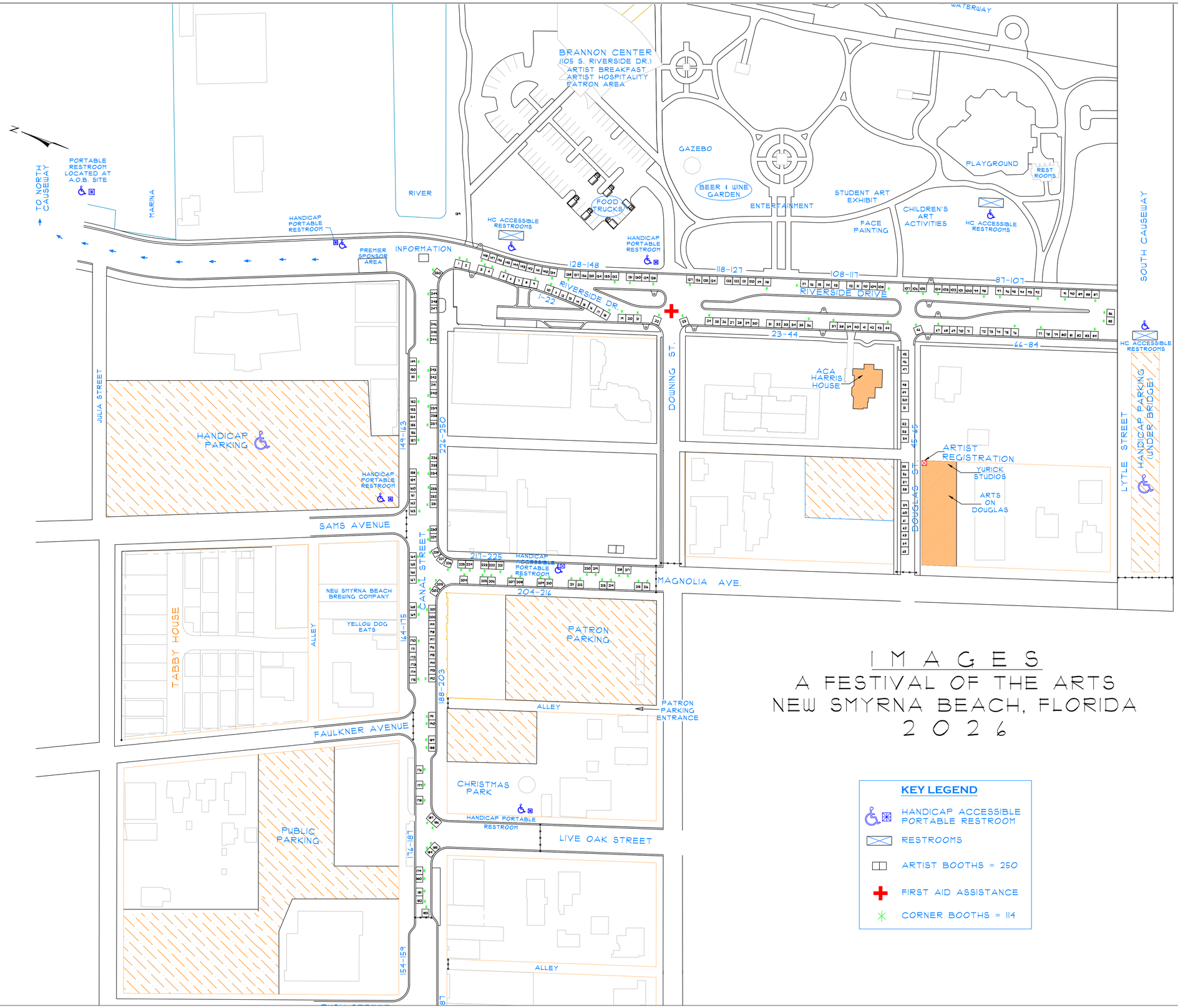
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

IMAGES 2026-Layout1.pdf
IMAGES Festival 2026 Special Event Application and Map.pdf

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IMAGES
A FESTIVAL OF THE ARTS
NEW SMYRNA BEACH, FLORIDA
2026

KEY LEGEND

- HANDICAP ACCESSIBLE PORTABLE RESTROOM
- RESTROOMS
- ARTIST BOOTHS = 250
- FIRST AID ASSISTANCE
- CORNER BOOTHS = 114

GERARD J. PENDERGAST
AR 0013447
ARCHITECTURE/PLANNING
221 CANAL STREET, NEW SMYRNA BEACH, FL. 32168
PH: (386) 427-5012 FAX: (386) 427-5017

IMAGES 2026
CANAL STREET AND RIVERSIDE DRIVE
NEW SMYRNA BEACH, FLORIDA 32168

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: IMAGES: A Festival of the Arts

Event Date: Jan 23 to 26, 2026

Contact Information: Kate Miller - ACA

Brief Event Description: Art Festival on Riverside Dr + Canal St

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/14/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	9/16/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	09/16/2025
	Fire Department	386-402-7631	dwiech@cityofnsb.com	9/16/25
	Police Department	386-424-2297	whelms@cityofnsb.com	10/14/25
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	9/16/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	9/19/25

Conditions of Approval:

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

Planning: Provide Copy of Liquor License + barricade count

PD - Will require 4 officers each day of event → Need to request via ODM - Pending submitted request for officers

Bldg - no building permit required

Fire - EMS services required for each day of festival

Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 10/14/25

Road Closures:

Riverside Dr, Canal St, Downing St, Douglas St, Lytle St, Magnolia St. (See Map)

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

Special Event Application

Form Submission ID: 23767378
Submission Date/Time: 09/16/2025 at 10:48 am
Form Status: New
Patron Email Address: rentals@atlanticcenterforthearts.org
Name: Kate Miller

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

IMAGES: A Festival of the Arts

Name of Producer and/or Promoter

Atlantic Center for the Arts

Type of Organization

Non-Profit

Address

1414 Art Center Ave

City

New Smyrna Beach

State

Florida

Zip Code

32168

Work Phone

(386)427-6975

Home Phone

(440)420-3670

Fax

3860000000

Special Event Application

Website

https://imagesartfestival.org/

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

1/23/26 - 1/25/26

Location of Event

Riverside Drive, Canal Street & Brannon Center

Description of Event

50th Annual Juried Fine Art Festival

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

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

No

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

No

Event Date:

01/23/2026

Event Start Time:

10:00 am

Special Event Application

Event End Time:

05:00 pm

Set Up Start Time:

06:00 am

Setup End Time:

09:00 am

Breakdown Start Time:

05:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

01/24/2026

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

Social Media and Signage

Anticipated number of attendees?

50000

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

Yes

If yes, when?

The last 49 years

Have you held this event in another city?

No

If yes, list location(s):

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

No

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

Special Event Application

Will the special event involve the use of aircraft?

No

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

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

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

ACA Staff working on booking entertainers

Will you be using a sound system?

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

Concertworks

Type of System:

PA

Sound Start Time:

10:00 am

Sound End Time:

04:00 pm

Will there be carnival games and/or rides?

No

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

Special Event Application

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

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

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

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

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

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

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

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

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

220

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

Fine art including ceramics, paintings, jewelry, woodwork, etc.

Will there be food trucks at this event?

Yes

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

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

Approx 15 with tents with potential for 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:

Atlantic Center for the Arts

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

The organization hosting the event is:

Non-Profit/501C-3 (see below)

PROMOTION: </B>

At what level will the event be promoted?

National

What type of publicity will be used?

Newspaper,Radio,Television,Internet,Other

Telephone number to be released for public information

3864276975

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

Primarily falcon feathers, sandwich boards and directional signs

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

04

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

See attached map

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?

TBD

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Canal Street and Riverside Drive

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

Yes

Special Event Application

PORT-O-LETS & SANITATION:

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

11

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

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

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

CMG and City of NSB

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):

Kate Miller 4404203670

Contact Name & Phone Number (2):

Amanda Weston 3866799475

Upload Site Map

\Question Answers Only\277\IMAGES-Artist-Map-2023-11-x17.pdf

Upload Documents

\Question Answers Only\278\Special Event Application - Images 2026.pdf

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

Special Event Application

Printed Name:

Kate Miller

Date:

09/16/2025

Salazar, Robert

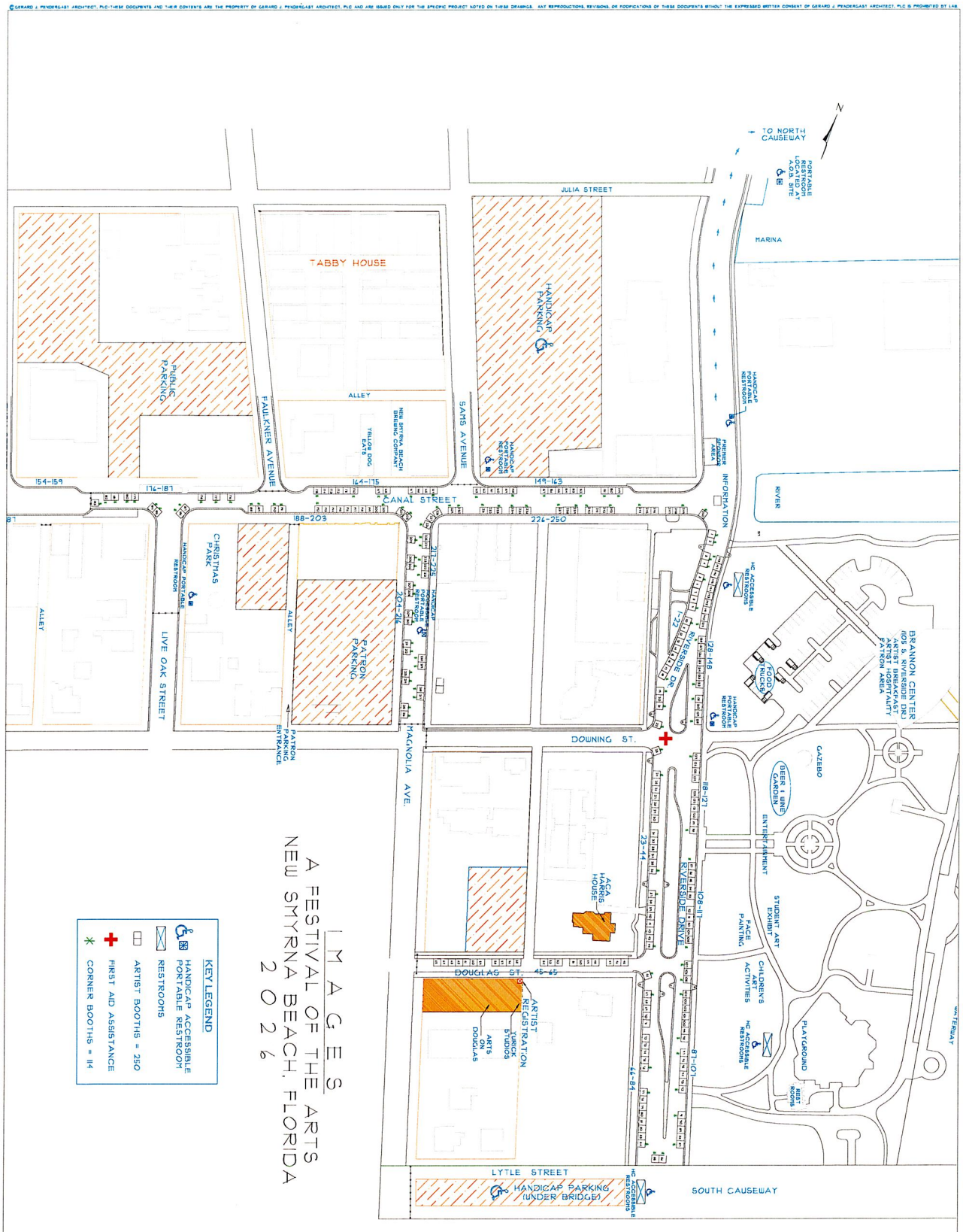
From: Wiech, Donald
Sent: Wednesday, October 8, 2025 12:52 PM
To: Salazar, Robert
Subject: FD Standby

Rob,

The event you called me about this morning requires a billable standby of 2 personnel . They can call Claudia Soulie 386-402-8125 for payment information.

Donald R Wiech
Fire Marshal FM-50
New Smyrna Beach Fire Department
1400 State Route 44
New Smyrna Beach, FL. 32168
Office: 386-402-7631
Mobile: 386-895-1051
dwiech@cityofnsb.com
www.cityofnsb.com
@NSB_FireMarshal

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IMAGES
A FESTIVAL OF THE ARTS
NEW SMYRNA BEACH, FLORIDA
2026

IMAGES 2026
CANAL STREET AND RIVERSIDE DRIVE
NEW SMYRNA BEACH, FLORIDA 32168

GERARD J. PENDERGAST
221 CANAL STREET, NEW SMYRNA BEACH, FL. 32168
PH: (386) 427-5012 FAX: (386) 427-5013
AR 0013447
ARCHITECTURE/PLANNING

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE MOPARS AT THE BEACH CRUISE IN AND LIGHTING DISPLAY EVENT ON CANAL STREET, TO BE HELD ON THURSDAY, MARCH 12, 2026.

October 28, 2025

Background:

Cathy Bridges requests approval to present the MOPARS at the Beach Cruise In and Lighting Display Event on Canal Street. This event would be held on Thursday March 12, 2026 from 4:30pm until 8:30pm on Canal Street including Christmas Park. Event setup would begin at 4:00pm with breakdown being completed by 9pm. This event is free to the public with an anticipated 100 attendees. This event has previously been held in Myrtle Beach and Murrells Inlet SC. Canal Street will be closed from the intersection of Magnolia Street westbound to the eastern perimeter of the intersection of Orange Street at Canal, including a half block of Live Oak southbound in front of Christmas Park starting at 4:00pm. A DJ with a sound system will be performing in Christmas Park between 4:30pm and 8pm. There will be retail sales of club and event merchandise during the event. There will be no alcohol sales or consumption in any city right of way during the event. One Port-O-Let will be located in Christmas Park for public use during the event.

Findings:

Staff recommends approval of the MOPARS at the Beach Cruise In and Lighting Display Event on Canal Street, to be held on Thursday March 12, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $330.00

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

MOPARS at the Beach Special Event Application.pdf
MOPARS at the Beach Event Notes.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: MOPARS on the Beach Cruise In + Light Display

Event Date: March 12, 2026

Contact Information: Cathy Bridges

Brief Event Description: MOPAR cruise in and light display on ~~Flagler Ave~~ Canal St.

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/7/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	8/19/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	8/19/25
	Fire Department	386-402-7631	dwiech@cityofnsb.com	10/7/25
Sgt. W. Clelms	Police Department	386-424-2297	whelms@cityofnsb.com	10/7/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	8/19/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	8/19/25

Conditions of Approval:

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

Will need 20 ft. access for FD + EMS. Awaiting Final plan to evaluate Access on Flagler. Need site plan for street closure.

Bldg Dept - Major Special event permit

LS Major Special Event

DJ + Port-a-Pot at Christmas Park

N/A Moved to Canal St.

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** 10/13/25 **Agenda Item Complete** 10/21/25

Road Closures:

Canal St - Magnolia to Orange

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

Special Event Application

Form Submission ID: 23148095
Submission Date/Time: 08/11/2025 at 3:34 pm
Form Status: New
Patron Email Address: cathy.moparsatthebeach@gmailcom
Name: Cathy Bridges

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

Mopars at the Beach Cruise In and Lighting Display

Name of Producer and/or Promoter

Cathy Bridges

Type of Organization

Non-Profit

Address

4056 Sand Ridge Drive

City

Merritt Island

State

Florida

Zip Code

32953

Work Phone

(864)325-9660

Home Phone

(864)325-9660

Fax

0

Special Event Application

Website

ww.moparsatthbeach.org

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

~~Friday evening March 13, 2026~~ Thursday March 12, 2026

Location of Event

~~Flagler Avenue at Beach access~~ Canal St., same footprint as 2nd Saturday car show

Description of Event

All Mopar cruise in/lighting display as part of our 5 day charity event

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

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

No

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

No

Event Date:

~~03/13/2026~~ 3-12-26

Event Start Time:

04:30 pm

Special Event Application

Event End Time:

08:30 pm

Set Up Start Time:

04:00 pm

Setup End Time:

08:30 pm

Breakdown Start Time:

08:00 pm

Breakdown End Time:

08:30 pm

Alternative Date:

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

social media, radio, website,

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?

Yes

If yes, list location(s):

Myrtle Beach, SC
Murrells Inlet, SC

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

No

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

Special Event Application

Will the special event involve the use of aircraft?

No

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

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

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

Will you be using a sound system?

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:

club pa system with speakers possible DJ

Sound Start Time:

04:30 pm

Sound End Time:

08:00 pm

Will there be carnival games and/or rides?

No

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

Special Event Application

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

<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

TKI Insurance Agency will handle event insurance for all our events closer to event

Policy Number

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

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

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

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

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

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

club and event merchandise and apparel

Will there be food trucks at this event?

No

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

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

1-5

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

www.moparsatthebeach.org

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

The organization hosting the event is:

Non-Profit/501C-3 (see below)

PROMOTION: </B>

At what level will the event be promoted?

National

What type of publicity will be used?

Newspaper,Radio,Internet,Other

Telephone number to be released for public information

8643259660

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

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

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

South Carolina

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

~~Flagler Avenue near beach access~~ Canal St. Magnolia to Orange

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

Yes

Special Event Application

PORT-O-LETS & SANITATION:

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

1

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 ✓ Christmas Park

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

club members and necessary police

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):

Cathy Bridges 864-325-9660

Contact Name & Phone Number (2):

Kevin Henry 912-577-1207

Upload Site Map

\Question Answers Only\151\flagler Ave.jpg

Upload Documents

\Question Answers Only\152\Department of the Treasury (1).pdf

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

Special Event Application

Printed Name:

Cathy Bridges

Date:

08/11/2025

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
April 8, 2024
Employer ID number:
81-1032380
Form 990 required:
Yes
Person to contact:
Name: C. Scheuerle
ID number: 1000195228

MOPARS AT THE BEACH
4056 SAND RIDGE DR
MERRITT IS, FL 32953

Dear Sir or Madam:

We're responding to your request dated March 13, 2024, about your tax-exempt status.

We issued you a determination letter in April 2016, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Salazar, Robert

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Monday, October 6, 2025 11:40 PM
To: Salazar, Robert
Subject: Mopars at the beach

CAUTION: EXTERNAL EMAIL

Rob
Please let me know you got the application again. I had to do it on my phone and the submit button didn't seem to work and I got no notification that it was submitted. It also would not let me attach the site map which I am attaching here.
I am unsure of where to put the DJ and our tent as I have not seen the location. Is there some place the announcer usually sets up? Christmas Park
And please verify once again that I won't need food trucks that there are restaurants very close by. And again I think you said no porta potties were needed. I can get if they are but will need to know of location to put them No food trucks ~~No porta potties~~ I centrally porta-pot

Thank you for all your help. Can you tell me when I will definitely know about approval so I can go ahead and start advertising. I'm just waiting on this final event approval so I can get my flyer out across the country. I always do a flyer with all event locations and times shown on that one flyer

Please let me know if you need anything else

Christmas Park

Cathy
864-325-9660

Salazar, Robert

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Monday, October 20, 2025 5:46 PM
To: Salazar, Robert
Subject: Re: application submitted for MATB

CAUTION: EXTERNAL EMAIL

Sounds great thank you!

On Mon, Oct 20, 2025 at 3:37 PM Salazar, Robert <RSalazar@cityofnsb.com> wrote:

Cathy,

Responses in red. We should be good to go with the reply you provided below. I will keep moving toward the meeting on the 28th.

Thanks!

Rob

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Monday, October 20, 2025 1:34 PM
To: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: Re: application submitted for MATB

CAUTION: EXTERNAL EMAIL

Please push for the oct meeting if at all possible. I need to advertise.

My questions were where to place trash cans and how many? Deborah had said that there were trash cans along the streets. There are cans along the side of the street, we can add more if needed.

In addition, how many porta potties and where to place them if needed. ?? Is there a public restroom and if so where is it located.? I expect probably 100-125 cars since the day is Thursday. 1 port-a-pot at Christmas Park. There are restrooms in the businesses.

Will restaurants be open during that evening and how many are there where the cars will be? Yes, typically Thursday business hours for these restaurants would include the time this event is being scheduled.

I am requesting to use the same footprint that is normally used for the other cruise ins. Thank you for confirmation.

The location will be closing Canal from Magnolia to S. Orange Street with the DJ set up in the park or front of the park as you suggested. I would like to set up beginning at 3:00 pm to be ready for cars at 4:00 pm and the cruise in will run til 8:30 and we will be out by 9:00 pm. and all areas inspected to be clean.

Thank you again for all your help. I really appreciate it. I will be in Daytona this Friday to judge Mustangs in Daytona car show. After judging I can come by your office if you need me to. I should be through judging by 1-2 PM depending on how many cars i have to judge, I have to be there to start judging at 9 am which i know is too early to come beforehand.

Please let me know what else I need to do.

Thank you!

On Mon, Oct 20, 2025 at 1:10 PM Salazar, Robert <RSalazar@cityofnsb.com> wrote:

Hi Cathy,

You don't need to resubmit the application; I will make due with the existing one. I just need you to answer the questions I asked in the below email in writing. Pending your response, I have the event slated for the October 28th commission meeting but I am considering moving it to the November 11th meeting just so we can make sure all the loose ends are tied up. I am in meetings this afternoon so it might be challenging to get on the phone, but I will try.

Robert Salazar, CPRE, MPA

Leisure Services Director

City of New Smyrna Beach

201 N. Myrtle Avenue

New Smyrna Beach, FL 32168

Office (386) 410-2890

rsalazar@cityofnsb.com

www.cityofnsb.com

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Monday, October 20, 2025 12:59 PM
To: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: Re: application submitted for MATB

CAUTION: EXTERNAL EMAIL

Hi Robert

I tried to call but you are in a meeting

Could you please call me? I have a question about some things . I had company from SC all last week and didnt get application resubmitted. I have discovered that if does not save if you begin and leave it. lol

I had called Deborah to see if she could catch you but had not heard .

my number is 864-325-9660 my questions concern te site map.

Thanks

I will get to you today after talking to youl

Cathy

On Mon, Oct 20, 2025 at 12:29 PM Salazar, Robert <RSalazar@cityofnsb.com> wrote:

Cathy – following up on this to confirm, please advise.

From: Salazar, Robert
Sent: Friday, October 10, 2025 4:17 PM
To: 'Cathy Bridges' <coastalcarolinamopars@gmail.com>
Subject: RE: application submitted for MATB

Hi Cathy,

I did not receive an update form from you. If you did not receive a confirmation, then it did not go through. I would greatly appreciate you completing an updated application if possible as the current version we have has significantly changed since you initially applied.

We did review the plan for the event at this week's special events meeting and everyone is on board for the plan to host this event on Canal Street on Thursday, March 12th. All the required signatures have been confirmed for the event, including from the Police Department!

I would like to confirm the location of the DJ and port-a-pot with you. The recommended location for these from the committee is at Christmas Park which is at the corner of Live Oak St. and Canal. I highly recommend you follow this recommendation. Can you confirm that this will be the plan?

I tentatively have this event on the city commission agenda for approval for the October 28th meeting. If bumps along the way arise, I will push it to November.

Please let me know your thoughts regarding the DJ and port-a-pot and the resubmission of the event application.

Have a great weekend!

Robert Salazar, CPRE, MPA

Leisure Services Director

City of New Smyrna Beach

201 N. Myrtle Avenue

New Smyrna Beach, FL 32168

Office (386) 410-2890

rsalazar@cityofnsb.com

www.cityofnsb.com

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Wednesday, October 8, 2025 10:50 AM
To: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: Re: application submitted for MATB

CAUTION: EXTERNAL EMAIL

Hi Rob

Any news on the Canal Street and meeting?? I didn't hear back that you hot the new application. I wasn't sure it submitted. It didn't give me a confirmation. Please let me know

Thanks

Cathy 864-325-9660

On Mon, Oct 6, 2025 at 4:39 PM Salazar, Robert <RSalazar@cityofnsb.com> wrote:

Hi Cathy,

I recommend using the same footprint as the existing car show on Canal Street and closing Canal from Magnolia to Orange. If this is the final plan, I do not believe you need to come back to another meeting but just confirm with me. The Special Events Committee will meet tomorrow. I will bring this up and ensure everyone is aware and ok to move forward.

Let me know.

Thanks!

Rob

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Monday, October 6, 2025 11:46 AM
To: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: Re: application submitted for MATB

CAUTION: EXTERNAL EMAIL

Hi Rob

Could you please tell me the streets on Canal that the car light show could be at . I need to get the application redone back to you but Im not sure exactly what area it covers. Also isnt the next meeting next week sometime? Do I need to come up ther? Its no problem if I need to.

Thanks for all your help.

Cathy 864-325-9660

On Tue, Aug 12, 2025 at 9:06 AM Salazar, Robert <RSalazar@cityofnsb.com> wrote:

Good morning Cathy,

I have your application, just want to make sure I am reading it correctly. You are proposing the event to be on Flagler Ave.'s beach access now, correct?

The site map provided looks like the image below. I am not sure how to interpret it. Are you proposing to use the city parking lot for this at the end of Flagler Ave? What portion of the road(s) are you proposing to close?



Robert Salazar, CPRE, MPA

Leisure Services Director

City of New Smyrna Beach

201 N. Myrtle Avenue

New Smyrna Beach, FL 32168

Office (386) 410-2890

rsalazar@cityofnsb.com

www.cityofnsb.com

From: Cathy Bridges <coastalcarolinamopars@gmail.com>
Sent: Monday, August 11, 2025 3:38 PM
To: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: application submitted for MATB

CAUTION: EXTERNAL EMAIL

Hi Rob

I submitted the application for Mopars at the Beach . It is completed as much as I am able to do at this time. Please let me know what you need. I will be up to NSM I realize the site map is not completed.

Cathy Bridges

864-325-9660

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI_CJIS_Policy) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA

www.cityofnsb.com

POS SALES RECEIPT
City of New Smyrna Beach Leisure Services
Clerk: NSB10
Date: 10/13/2025 @ 8:13 am
H/H: BEACH MOPARS AT THE
H/H #: 9957

Description	Ext Price
SE MOPARS At The Beach Cruise In	532.50

Special Questions:
Which Special Event and Year? 2026
MOPARS at the Beach Cruise In & Light Display, to be held on THursday March 12, 2026

Total New Fees	500.00
Total New Taxes	32.50
Total Due	**532.50**
Total Fees Paid	0.00
Total Taxes Paid	0.00
Total Paid	**0.00**
Balance From Receipt	532.50

Household Balance Information

Overall Balance Due	532.50

2026 MOPARS at the Beach Cruise In & Light Display, on THursday March 12, 2026

Receipt # 58255

MOPARS on the Beach Event Notes – Thursday, March 12, 2026

Event Notes and Road Closure Barricade Map

- MOPAR light car show on Canal St.
- Event has previously been in Daytona Beach and Myrtle Beach
- Event organizer is non-profit organization with proceeds from event supporting Tunnel to Towers and Quilts of Valor Foundation.
- Event in same footprint as 2nd Saturday Car Show
- Canal St. Historic District (CSHD) supports having the event on Canal St.
- Port-a-pot and DJ will be placed at Christmas Park
- Set up for event to begin at 3 pm, ready for cars at 4 pm. Event until 8:30 pm. Done by 9 pm.
- Special Events Committee, including Police and Fire Departments, have reviewed event plan and provided approval.

Canal St. Road Closure Map for Car Shows

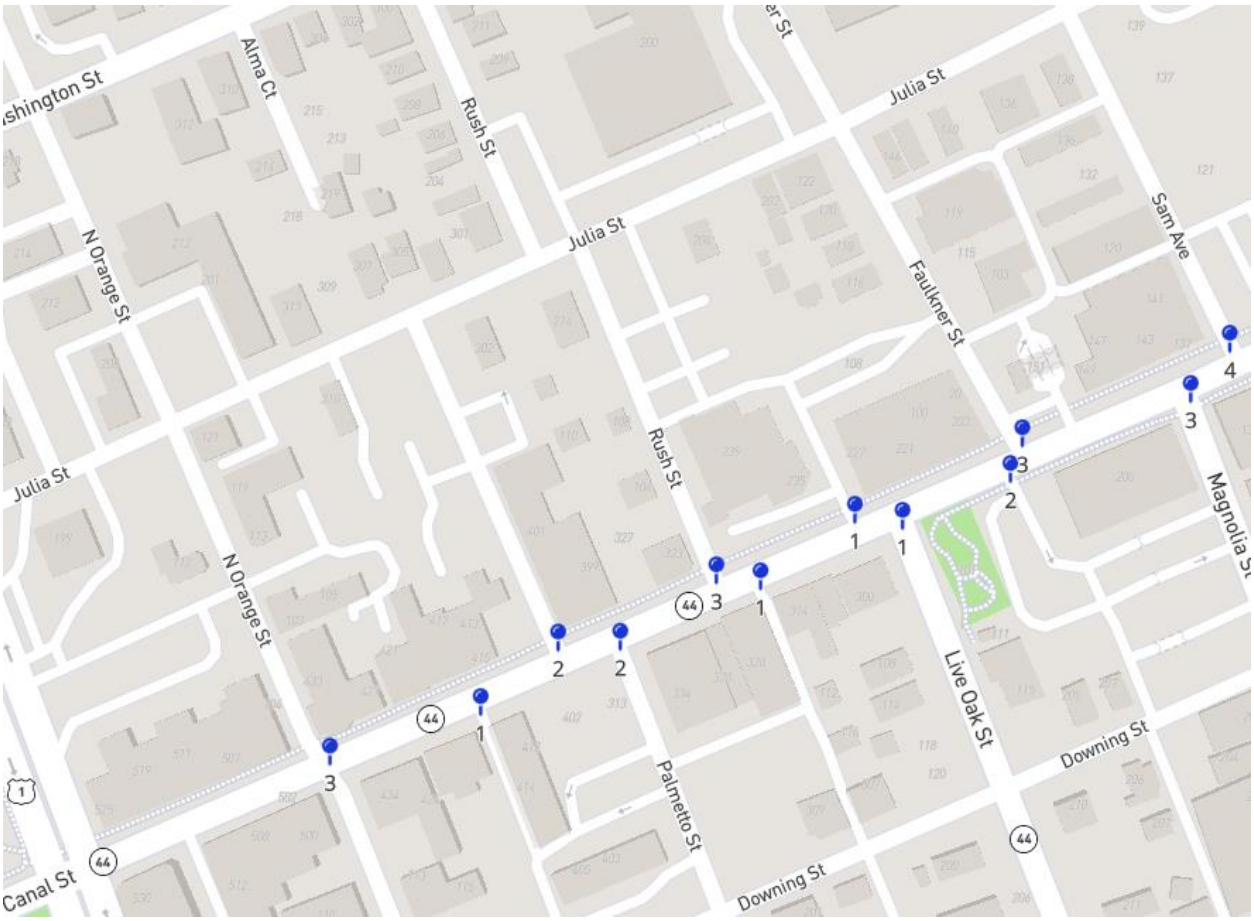


MOPARS on the Beach Event Notes – Thursday, March 12, 2026

Event Notes and Road Closure Barricade Map

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- Special Events Committee, including Police and Fire Departments, have reviewed event plan and provided approval.

Canal St. Road Closure Map for Car Shows



THE CITY OF NEW SMYRNA BEACH - FINANCE

CONSIDER THE APPROVAL OF AUTHORIZATION TO INITIATE A FIRE ASSESSMENT STUDY WITH ALFRED BENESCH & COMPANY AND TO PUBLISH A NOTICE OF INTENT IN A NEWSPAPER OF GENERAL CIRCULATION TO USE THE UNIFORM METHOD OF ASSESSMENT COLLECTION, AS REQUIRED BY FLORIDA STATUTES, IN ORDER TO PRESERVE THE CITY'S ABILITY TO IMPLEMENT A NON-AD VALOREM FIRE ASSESSMENT IN FISCAL YEAR 2027.

October 28, 2025

Background:

Authorize staff to proceed with the preliminary steps necessary to preserve the City's ability to implement a non-ad valorem fire assessment in Fiscal Year 2027 by:

1. Approving a contract with Alfred Benesch & Company to conduct a fire assessment study at a cost of $80,970 under the City's existing professional services agreement (RFQ 13-23); and
2. Authorizing the publication of a notice of intent to use the uniform method of assessment collection during the months of November and December 2025.

The New Smyrna Beach Fire Department provides fire suppression and emergency medical services (EMS), including advanced life support (ALS) transport. Operating from four stations with 64 personnel, the Department holds an ISO Class 2 rating, reflecting its high level of service. In 2024, the Department responded to approximately 6,500 emergency calls—half of which were EMS-related. ALS transport is provided in-house using two rescue units, supported by a fleet of engines, a tower, a fire boat, and brush trucks. Fire and EMS services are currently funded through the City's General Fund. The FY 2026 Fire Department budget is $10.1 million (excluding Fire Transport). A new one-year labor agreement with the Fire Union, effective October 1, 2025, includes a 22% average wage increase and introduces a step plan.

To diversify funding, reduce reliance on the General Fund and align costs with the benefit received by property owners, many Florida municipalities use non-ad valorem fire assessments to support fire prevention and basic life support (BLS) services. These assessments are levied based on the benefit to property, not property value, and cannot be used to fund ALS-related costs. Typically, about 50% of a fire department's budget is eligible for assessment funding.

At the City's budget workshops held on July 10 and August 6, the concept of a fire assessment was discussed under "Future Considerations." To preserve the City's ability to implement a non-ad valorem fire assessment for FY 2027, the City must comply with Florida Statute 197.3632, which outlines several time-sensitive procedural steps:

1. Notice of Intent: Publish notice weekly for four consecutive weeks and adopt a resolution by January 1, 2026 (or March 1, 2026, with agreement from the Property Appraiser and Tax Collector).
2. Interlocal Agreements: Establish written agreements with the Property Appraiser and Tax Collector for administrative cost reimbursement.
3. Assessment Roll Adoption: Hold a public hearing and adopt the assessment roll between January 1 and September 15, 2026.
4. Public Notification: Provide newspaper notice and first-class mail notice to affected property owners at least 20 days before the hearing.
5. Certification: Certify the assessment roll to the Tax Collector by September 15, 2026.

Staff recommends the following steps:

1. Contract with Alfred Benesch & Company to conduct a fire assessment study at a cost of $80,970, under the City's existing professional services agreement (RFQ 13-23). Using a consultant to conduct a fire assessment study, such as Alfred Benesch & Company, offers several key advantages over performing the study in-house. Fire assessments are highly technical and legally sensitive, requiring a deep understanding of Florida case law, statutory requirements (such as those outlined in F.S. 197.3632), and evolving legal precedents that govern what portions of fire services can be funded through non-ad valorem assessments. Consultants bring specialized expertise in structuring defensible methodologies, calculating assessable costs, and preparing documentation that can withstand legal scrutiny. They also have experience navigating the procedural requirements and public engagement processes that are critical to successful implementation.
2. Publish a notice of intent to use the uniform method of assessment collection during the months of November and December 2025.

These actions do not obligate the City to implement a fire assessment but ensure the legal framework is in place should the Commission choose to proceed following the study's completion and presentation.

Fiscal Analysis:

The estimated fiscal impact of initiating a fire assessment process in FY 2026 includes two

primary components: the cost of the fire assessment study and the required legal advertising. The City would contract with Alfred Benesch & Company to conduct the study at a cost of $80,970 under the existing professional services agreement (RFQ 13-23). Additionally, to comply with Florida Statute 197.3632, the City must publish a notice of intent to use the uniform method of assessment collection once a week for four consecutive weeks in a newspaper of general circulation. The estimated cost for this advertising in the Daytona Beach News-Journal is between $2,000 and $3,000, depending on ad size and placement. The total projected cost for these preliminary steps is approximately $82,970 to $83,970. Sufficient funds are available in the FY 2026 Budget (001.52201.531099) to cover these costs.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

Alfred Benesch & Co.pdf
Benesch Proposal.pdf
Notice of Intent to Use Uniform Method for Fire Assessment - Advertisement (002).pdf
DRAFT Res XX-25 NSB Intent to Use Uniform Method.pdf

AGREEMENT FOR ALFRED BENESCH & COMPANY CONTINUING PROFESSIONAL PLANNING CONSULTING SERVICS

THIS AGREEMENT is made and entered into this 3rd day of October, 2023, by and between **Alfred Benesch & Company** duly authorized to conduct business in the State of Florida and whose address is 1000 N. Ashley Drive, Suite 400, Tampa, FL 33602, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-23-PLAN Continuing Planning Professional 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 two (2) optional, one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-23-PLAN Continuing Planning Professional 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
E. Presentation of Services
F. Fee Proposal

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:

Bill Ball, AICP
(Senior Vice President)

Alfred Benesch & Company
(Company)

1000 North Ashley Drive, Suite 400
(Address)

Tampa, Florida 33602
(City, State, Zip)

(813) 224-8862
(Phone)

Contractor's Initials: RC

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

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

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

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

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

ATTEST

Authorized Signature

Elisabeth Schuck, AICP, LEED GA
Transit Group Manager, Principal Associate
Print Name and Title

Alfred Benesch & Company

Authorized Signature

Robert E. Cursey, Jr., AICP
Multimodal Group Manager, Principal Associate
Print Name and Title

Date: July 21, 2023

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: September 26, 2023

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

Carrie Avallone City Attorney

Dated: 10/3/2023

ALFRBEN-01 LGHIGLIAZZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2023

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
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company, A++, XV	25658
INSURER B : Charter Oak Fire Insurance Company A++ (XV)	25615
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Travelers Casualty Insurance Company of Americ	19046
INSURER E :	
INSURER F :	

INSURED
Alfred Benesch & Company
1000 N. Ashley Drive, Suite 400
Tampa, FL 33602

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		630-0D870755	5/31/2023	5/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		BA-0N614884	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		CUP-9R47920A	5/31/2023	5/31/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5K723986	5/31/2023	5/31/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: (Benesch Project #: P2318368, PM: Catherine Hartley, AICP) RFQ 13-23-PLAN Professional Planning Consulting Services
City of New Smyrna Beach, a political subdivision of the State of Florida shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach, a political subdivision of the State of 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
Jared Maxwell

ACORD 25 (2016/03)

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benesch

Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450
F 312-565-2497

RESOLUTION FOR CORPORATIONS/PROFESSIONAL CORPORATIONS

I Scott J. Smith Esq., Secretary of Alfred Benesch & Company, a Corporation duly organized and operating under the laws of Illinois and qualified and authorized to do business in the State of Florida, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on December 9, 2021, at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That Executive Vice Presidents have been authorized to sign contracts in connection with the carrying on of the usual and ordinary business of the Company; and Senior Vice Presidents, Vice Presidents, Division Managers and Project Principals have been authorized to sign contracts in connection with the carrying on of the usual and ordinary business of the Company with the approval of the President or an Executive Vice President.

I further CERTIFY that Sunny Nandagiri is an Executive Vice President of Alfred Benesch & Company; William L. Ball is a Senior Vice President of Alfred Benesch & Company; Ryan Thady is a Vice President of Alfred Benesch & Company; and that on or about January 1, 2022, the Board of Directors, by written consent, authorized Robert E. Cursey Jr. to sign contracts in connection with the carrying on of the usual and ordinary business of the Company with the approval of the President or an Executive Vice President in the event the Division Manager is unavailable.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this 11th day of January 2022.



(Corporate Seal)

Scott J. Smith, Esq.

SIGNATURE OF SECRETARY

ALFRBEN-01 AMESGOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2025

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

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

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME: Zachary Rinkus
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: zrinkus@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co. of America A++, XV	25666
INSURER B : Charter Oak Fire Insurance Company A++ (XV)	25615
INSURER C : Travelers Property Casualty Company of America, A++, XV	25674
INSURER D : Travelers Casualty Company of Connecticut A++, XV	36170
INSURER E : Berkshire Hathaway Specialty Insurance Company (A++XV)	22276
INSURER F :	

INSURED
Alfred Benesch & Company
1000 N. Ashley Drive, Suite 400
Tampa, FL 33602

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		630-0D870755	5/31/2025	5/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		810-4X668955	5/31/2025	5/31/2026	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	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE	X		CUP-9R47920A	5/31/2025	5/31/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		UB-5K723986	5/31/2025	5/31/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab			47EPP30529708	5/31/2025	5/31/2026	per claim	1,000,000
E				47EPP30529708	5/31/2025	5/31/2026	aggregate	2,000,000

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

If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: (Benesch Project #: P2318368, PM: Catherine Hartley, AICP) RFQ 13-23-PLAN Professional Planning Consulting Services
City of New Smyrna Beach, a political subdivision of the State of Florida shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach, a political subdivision of the State of 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
Jared Maxwell

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Located in Volusia County, New Smyrna Beach has a population of almost 40,000 within 38 square miles.

The New Smyrna Beach Fire Department provides fire suppression and emergency medical services (EMS), including advanced life support (ALS) transport. The Department operates out of four stations staffed with 64 personnel. The Department's ISO ranking is 2, indicating the high level of service provided to the residents.

In 2024, the Department responded to approximately 6,500 emergency calls, with half of all calls being EMS-related. ALS transport services are provided directly by the Department, which operates two ALS rescue units among its fleet of engines, tower, fire boat, and brush trucks.

The City currently funds Fire and EMS services through the General Fund. The proposed FY 2026 budget for the Fire Department is $10.3 million. The City and Fire Union are currently negotiating a new three-year contract, which is anticipated to be completed by October 1, 2025.

Given the importance of fire rescue services and the fluctuations in property tax revenues, the City is interested in implementing a fire assessment program.

The Benesch Team has extensive understanding of fire operations funding options and associated legal requirements and limitations. We are currently working on the fire impact fee study for the City. In addition, we completed several funding studies for Volusia County and municipalities in Volusia County, and therefore, are familiar with local conditions. This experience and understanding of local conditions will enable us to prepare the study requested by the City in an efficient and timely manner. Team member Lewis, Longman & Walker (LLW) will provide legal support throughout the study and will prepare the legal documents.

PROJECT APPROACH

This section provides a description of the tasks to be undertaken by the Benesch Team for the City of New Smyrna Beach Fire Assessment Study. The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida—specifically, the following and other related Florida Statutory and case law requirements for a valid special assessment:

- The service provided must confer a special benefit to the property being assessed.
- The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida law.

The following paragraphs outline tasks that will be completed as part of the study.

Task 1 – Background Review and Data Collection

Upon receipt of the notice to proceed, Benesch will submit a data needs memorandum. We will review the City's existing legal documents, tax roll summary information, fire call data, budgets, agreements, and other data pertaining to the provision of fire rescue services.

Upon preliminary review of the data, Benesch will conduct a kick-off meeting with the City to discuss the background information, legal requirements, study methodology, funding gaps/needs, policy decisions the City should consider, project schedule and any questions on the data received.

Since the Cape Coral case ruling (Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015), several methodologies were approved for the calculation of fire assessments.

Methods that incorporate a "readiness factor" in addition to the utilization or determine the budget eligible to be funded with fire assessment revenues through a review of the expense line items instead of incident levels will be discussed with the City early on during the study. The methodology that is agreed upon will be used in the study.

Task 2 – Technical Study

Development of the fire assessment program will be completed using the methodology agreed on as part of the Task 1 work and include the following subtasks.

Task 2a – Analysis of Budget Information

Benesch will evaluate the Department's budgets associated with the provision of fire rescue services in New Smyrna Beach. Both the Fiscal Year 2026 adopted budget and budget request for Fiscal Year 2027 (when available) will be reviewed.

The full cost of providing fire service delivery that includes all direct and indirect costs will be identified. The analysis will take into consideration any outstanding funding needs, as well as fluctuations in the budget due to larger non-recurring expenditures. The budget used for the study will incorporate the full costs of services, including:

- Net fire rescue services;
- Fair apportioning to include equipment/capital improvements and replacement programs;
- Implementing programs;
- Collecting assessments; and
- Creating assessment rolls.

Given that special assessments are limited to fire prevention/suspension and first response medical service related costs, expenses related to advanced life support services will be excluded from the assessable budget.

Any dedicated revenues (such as fire inspection fees, grants, transport revenues, etc.) that need to be accounted for will be identified. If needed, this review will also be completed for alternative budget scenarios provided by the City.

Task 2b – Analysis of Service Demand Using Proposed Methodology

The Benesch Team will utilize fire rescue call response data to determine the appropriate service demand based on the assessment methodology determined as part of Task 1. As available, this study will incorporate 10 years of call data to limit large fluctuations for certain land uses from one study to another.

Benesch will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. This analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included.

Finally, the frequency and the level of staff and vehicle time used for each type of incident/property will be evaluated. Certain types of land uses or buildings may not request assistance frequently, but their response duration may be longer.

As part of this task, depending on the methodology selected by the City, an availability or readiness factor will be developed.

In the case of non-agricultural vacant parcels, it is important to consider the fact that the benefit received from the fire rescue services is more limited since there are no structures or persons at these sites. However, the availability of fire rescue services increases the property value, reflecting the benefit received.

In the past, Benesch has worked with fire departments in preparing alternative scenarios that included use of a combination of flat rate that charged all properties within a category evenly for the availability of the Fire Department and a tiered/variable rate by size to capture demand from each land use. Similarly, we had alternate scenarios for vacant land, distributing a portion of the cost associated with vacant land to other properties to account for the benefit received by surrounding properties from the suppression of a fire at a nearby vacant property. These and other available options will be presented to the City and the Department as part of this task.

Any agreements with other service providers or entities, reports, and other data pertaining to the provision of fire rescue services will be reviewed.

Task 2c – Calculation of Development Units

To determine the number of development units for each assessment rate class, Benesch will obtain the most recent copy of properties in the city from the Volusia County Property Appraiser (VCPA) database. Each property will be assigned an appropriate assessment rate class. Properties that need to be exempted, such as unbuildable land, very small parcels, parking structures, etc., will be identified. Benesch worked with the VCPA database previously, and has a strong understanding of the database.

Task 2d – Calculation of Rates, Revenue Requirements, and Rate Calculator

Based on the agreed upon methodology and the apportioned costs for each land use and calculated development units for various scenario options, multiple rate schedules will be developed. A five-year schedule of the rates will be prepared based on anticipated financial needs provided by the City. This task will develop a preliminary assessment roll that incorporates the current property data and assessment rates. In addition, a rate calculator will be developed to assist the City in analyzing different rate scenarios and revenue projections.

Task 3 – Technical Report

The results of the Tasks 1 and 2 analyses will be provided in a technical report. The report will include an explanation of the methodology to address present and future needs, actionable insights as well as all the data and assumptions used in the study. The Benesch Team will present the study results to City staff and management. Based on input received from the City, a final report and a final assessment roll will be submitted.

Task 4 – Legal Assistance

LLW will provide legal assistance throughout the study and prepare the necessary legal documents, such as the notice of intent, fire assessment ordinance and resolutions.

The Benesch Team will prepare first class notices. The effort related to printing and mailing of notices is not included as part of this scope. If desired, we can provide a separate quote for this effort.

Task 5 —Meetings & Presentations

As part of this study, the following meetings are envisioned to take place:

- Kick-off meeting (virtual);
- Draft report review presentation (virtual); and
- Two presentations to the City Commission.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to City staff for review prior to each meeting/presentation. In addition to these formal meetings, Benesch will be in close contact with the City's Project Manager to ensure that the City is aware of the study's progress.

With an office in Tampa, Benesch is easily accessible to the City of New Smyrna Beach.

PROJECT BUDGET

The professional fees to prepare the fire assessment study for the City of New Smyrna Beach are estimated at $80,970, which includes three virtual and two in-person meetings. This is a lump sum budget, and the City will be invoiced monthly for the portion of the work completed.

Only the meetings that take place will be invoiced. The table on the next page details the professional fees to prepare the fire assessment study.

City of New Smyrna Beach Fire Assessment Study
Project Budget

TASK #	SUBTASK DESCRIPTION	Director/ Senior PM $230	Legal Attorney $410	Senior Planner $165	Project Planner $100	Admin/ Clerical $90	TOTAL TASK HOURS	BURDENED COST/ TASK
PHASE 1: TECHNICAL CALCULATION								***$40,600***
TASK 1	**BACKGROUND REVIEW / DATA COLLECTION**	**12.0**	**5.0**	**9.0**	**5.0**	**1.0**	**32.0**	**$6,885**
1a	Send Data Request Memorandum	1.0		2.0		1.0	4.0	$650
1b	Review Background Materials	8.0	2.0	5.0	5.0		20.0	$3,985
1c	Kick-off Meeting (Virtual)	3.0	3.0	2.0			8.0	$2,250
TASK 2	**DEVELOPMENT OF SPECIAL ASSESSMENT METHOD**	**34.0**	**0.0**	**44.0**	**47.0**	**2.0**	**127.0**	**$19,960**
2a	Fire/Rescue Budget Analysis	7.0		7.0	8.0	1.0	23.0	$3,655
2b	Service Demand Analysis	6.0		12.0	10.0		28.0	$4,360
2c	Calculation of Development Units	8.0		10.0	15.0		33.0	$4,990
2d	Calculation of Rates and Development of a Rate Calculator	9.0		10.0	8.0		27.0	$4,520
2e	Interim Staff Meeting (Virtual)	4.0		5.0	6.0	1.0	16.0	$2,435
TASK 3	**TECHNICAL REPORT**	**29.0**	**10.0**	**11.0**	**9.0**	**3.0**	**62.0**	**$13,755**
3a	Development of the Draft and Final Technical Reports	12.0	10.0	6.0	4.0	1.0	33.0	$8,340
3b	Draft Report Review Meeting (Virtual)	5.0		2.0	2.0	1.0	10.0	$1,770
3c	City Commission Meeting	12.0		3.0	3.0	1.0	19.0	$3,645
PHASE 2: IMPLEMENTATION ASSISTANCE								***$40,370***
TASK 4	**LEGAL ASSISTANCE**	**35.0**	**46.0**	**46.0**	**38.0**	**23.0**	**188.0**	**$40,370**
4a	Preparation of Legal Documents	6.0	38.0			1.0	45.0	$17,050
4b	Preparation of First Class Notices (Does not include cost associated with printing and postage, which range from $2.00 to $2.50 per record).	10.0	8.0	25.0	35.0	20.0	98.0	$15,005
4c	Adoption Hearing	12.0		3.0	3.0	1.0	19.0	$3,645
4d	Preparation of Final Assessment Roll	7.0		18.0		1.0	26.0	$4,670
TASK 5	**MEETINGS & PRESENTATIONS (3 Virtual, 2 In-Person)**	**FIVE MEETINGS AS INDICATED IN TASKS 1 THROUGH 4**						
	TOTAL PROJECT BUDGET	**110.0**	**61.0**	**110.0**	**99.0**	**29.0**	**409.0**	**$80,970**

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR NON-AD VALOREM ASSESSMENT FOR FIRE PROTECTION AND RESCUE SERVICES

The City of New Smyrna Beach, Florida (the "City"), hereby provides notice of its intent to use the uniform method of collecting non-ad valorem assessments, pursuant to section 197.3632, Florida Statutes, for properties located within the jurisdictional boundaries for the City, to fund the cost of providing fire rescue services for the Fiscal Year beginning on October 1, 2026, and continuing until discontinued by the City.

The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments at a public hearing to be held at 6:30 pm on December 9, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168. Copies of the proposed form of resolution may be obtained from the City Clerk at (386) 410-2630. Said resolution will state the need for levy and will contain a legal description of the boundaries of the real property subject to levy.

All affected real property owners have a right to appear at the hearing and to file written objections with the City Clerk any time prior to the public hearing. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (386) 410-2630 at least seven days prior to the date of the hearing.

If you have any questions, please contact the City Clerk at **386-410-2630.**

RECORD IS REQUIRED TO APPEAL

Pursuant to Sec. 286.0105, F.S., if any person decides to appeal any decision made by the City Commission at this public meeting, the person will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS WITH DISABILITIES

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk by mail or in person at 210 Sams Avenue, New Smyrna Beach, Florida 32168, Telephone 386-410-2630, prior to the proceeding.

By: Carrie Avallone, City Attorney
To be published: 11/10; 11/17; 11/24; and 12/1

RESOLUTION XX-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH CONFIRMING THE CITY COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE CITY WHICH MAY BE LEVIED BY THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission ("Commission") of the City of New Smyrna Beach ("City") has determined to consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments authorized pursuant to section 197.3632, Florida Statutes, for the purpose of the provision of fire rescue services; and

WHEREAS, the City, as required by section 197.3632, has published notice of the Commission's intent to consider utilization of the uniform method once a week for four weeks in a newspaper of general circulation in Volusia County prior to consideration of utilization of the uniform method; and

WHEREAS, the Commission is authorized pursuant to its constitutional grant of home rule authority, Chapter 166, Florida Statutes, and section 197.3632, Florida Statutes, to levy, collect and enforce non-ad valorem assessments for fire rescue services; and

WHEREAS, the legal description of the benefitted properties on which non-ad valorem assessments would be levied is attached to this resolution by Exhibit "A" and hereby incorporated herein as required by section 197.3632, Florida Statutes.

NOW THEREFORE, BE IT RESOLVE BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The Commission, upon conducting its public hearing as required by section 197.3632, Florida Statutes hereby expresses its intention to use the uniform method of collection non-ad valorem assessments for the purpose the provision of fire rescue services for those benefitted properties within the City described in **Exhibit "A"**.

SECTION 2: The City hereby determines that the levy of assessments is necessary to fund the provision of fire rescue services.

SECTION 3: The uniform method of collecting non-ad valorem assessments shall be used for the fiscal year beginning October 1, 2026, and with the tax statement mailed for such fiscal year and continuing thereafter until discontinued by the City.

SECTION 4: Said assessments shall be levied annually for the purposes described above within the City as further described in **Exhibit "A"**.

SECTION 5: The resolution shall become effective upon its adoption. The City Manager is hereby directed to provide the Property Appraiser and Tax Collector of Volusia County and the Florida Department of Revenue with a copy of this resolution upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

_____

CARRIE AVALLONE
City Attorney

Dated: _____

DRAFT

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 65-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND SECTION 504.02, R-2 SINGLE-FAMILY RESIDENTIAL, SPECIAL EXCEPTION USE OF SCHOOL AND OR A HOUSE OF WORSHIP.

October 28, 2025

Background:

Applicant: Peter Thomson, of the Thomson Law Offices, 105 North Cooper Street, New Smyrna Beach, Florida 32169.

Property Owner: New Smyrna Beachside Baptist Church Inc, 629 South Pine Street, New Smyrna Beach, Florida 32169.

Request: A text amendment to the City Land Development Regulation to reduce the required side and rear yard building setbacks from 35 feet to 10 feet, or to be no closer than existing buildings further than 10-feet under the Special Exception Use of House of Worship or School.

Exhibits used in this report:

Exhibit A: Proposed Special Exception Text
Exhibit B: Possible effected R-2 zoned properties

Findings:

The R-2, Single-Family Residential zoning district lists the use of a House of Worship or a School as a Special Exception Use with the following condition.

- All structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of these Land Development Regulations.

The applicant is seeking to amend the existing Special Exception Use condition to reduce the required 35-foot side and rear yard building setbacks to 10-foot or no closer than any existing building that is further than 10-feet on a R-2 zoned property that has an existing house of worship or school.

Under Land Development Section 504.02, R-2 Single-Family Residential Zoning District, Special Exception Use of a House of Worship or School: “Schools and or a House of

Worship provided all structures are located at least thirty-five (35) feet from all side and rear property lines and off-street parking aeras abutting residential property are screened by a buffer meeting the requirements of this LDR."

The applicant has proposed modifying the LDR with the following text:

- Schools or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines. <u>For existing schools or an existing house of worship, additions, improvements or additional buildings may be reduced to a minimum of 10-feet from a side and rear building setback, or no closer than the existing structures on the property that are further than 10 feet from a side or rear property line. New additions, new buildings, and off-street parking areas abutting residential property must be screened by a 7-foot landscape buffer or a six-foot tall solid perimeter fence</u> meeting the requirements of this LDR.

Other nonresidential structures, that are owned or operated by the city, county, state, or federal governments, that would be allowed as a special exception would only have to meet a 7 1/2-foot side and rear yard building setback and not the required 35-foot side and rear building setback imposed on a house of worship or school. By reducing the requirement of an existing house of worship or school to have building setbacks of new structures or additions to be reduced to 10-feet or no closer than existing structures that are further than 10-feet, the applicant considers this to be a reasonable building setback from a residential property line.

The property owner did mail out notices to the neighboring properties to educate them on the proposed amendment to the Land Development Regulations before the Planning and Zoning Board meeting. Our office has received a few calls inquiring about the application.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning Department was seeking a positive recommendation from the Planning and Zoning Board to the City Commission to approve the requested text amendment, but the Planning and Zoning Board voted, 2-3, and the result of that vote failed to give the City Commission a positive recommendation to approve amending Section 504.02, R-2 Single-Family Zoning District.

Based on the Planning and Zoning Board not giving a positive recommendation to the City Commission to approve the requested Special Exception text amendment, the Planning Department cannot provide a positive recommendation.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Proposed School and House of Worship Regulation 4 (10.14.25).pdf
Exhibit B Churches, Schools in R-2 Map.pdf
Business Impact Estimate - Ord 65-25 LDR Amending Sec 504.02 SE Schools and House of Worship.pdf
Ord 65-25 LDR Sec 504.02 SE Schools and Houses of Worship.pdf

504.02 Specific Regulations by District

R-2, SINGLE-FAMILY RESIDENTIAL DISTRICT

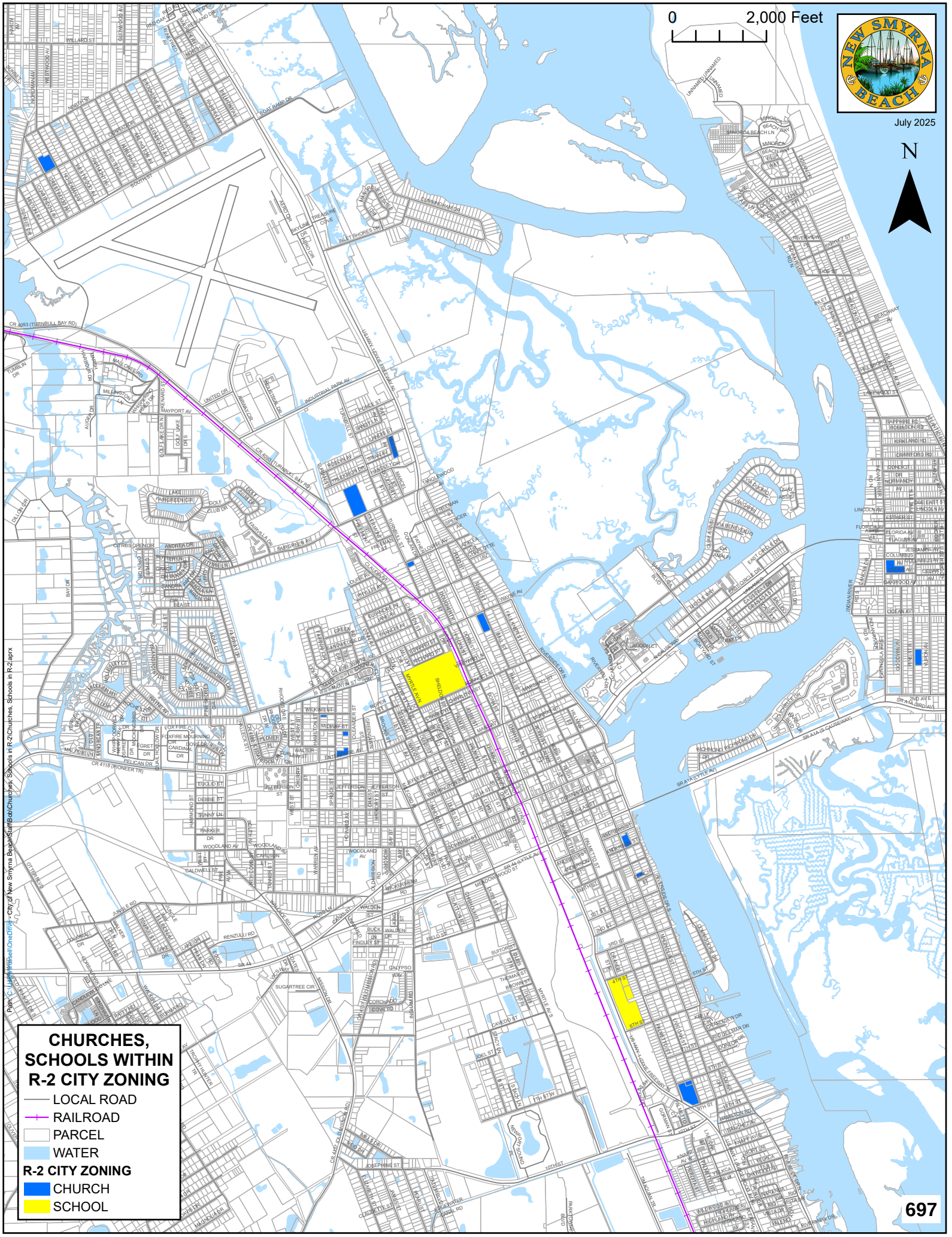
Intent. The R-2, Single-Family Residential District is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Special exceptions.

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines. For existing schools and existing house of worship; additions and improvements may be installed or constructed no closer than the setbacks existing on the property, but in no event may be closer than 10-feet to the side and rear property lines. All additions, improvements, and off-street parking areas abutting residential property shall be~~are~~ screened by a seven-foot landscape buffer or a six-foot tall solid perimeter fence meeting the requirements of this LDR.

Child day care on a house of worship property, subject to the following additional conditions:


0
2,000 Feet
July 2025
N
CHURCHES, SCHOOLS WITHIN R-2 CITY ZONING
LOCAL ROAD
RAILROAD
PARCEL
WATER
R-2 CITY ZONING
CHURCH
SCHOOL
Path: C:\Users\MWSbell\OneDrive - City of New Smyrna Beach\Staff\Bob\Churches, Schools in R-2\Churches, Schools in R-2.aprx
697

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 65-25 Amending Sec 504.02, SE Schools/Houses of Worship

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 will amend Sec 504.02, SE Schools/Houses of Worship.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 65-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, SECTION 504.02, SPECIFIC REGULATIONS BY DISTRICT, TO REVISE DIMENSIONAL STANDARDS FOR THE SPECIAL EXCEPTION USES OF SCHOOLS AND HOUSES OF WORSHIP IN R-2, SINGLE-FAMILY RESIDENTIAL, ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Peter Thomson, of the Thomson Law Offices, 102 North Cooper Street, New Smyrna Beach, Florida 32168, applicant on behalf of New Smyrna Beachside Baptist Church Inc, 629 South Pine Street, New Smyrna Beach, Florida 32169, property owner, has requested administrative text amendments to the Land Development Regulations Article V, Zoning Districts, Section 504.02, to revise dimensional standards for the special exception uses of schools and houses of worship in R-2, Single-Family Residential, zoning districts; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on September 8, 2025, by a vote of 2-3, recommended denial of the application to the City Commission; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1. ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, Section 504.02, Specific regulations by district, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

ARTICLE V. ZONING DISTRICTS

. . .

504.00. District regulations and requirements.

...

504.02. *Specific regulations by district.* The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

...

R-2, SINGLE-FAMILY RESIDENTIAL DISTRICT

Intent. The R-2, Single-Family Residential District is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

...

Special exceptions.

...

Schools and or a house of worship provided all structures are located at least 35 feet from all side or rear property lines. For existing schools and existing houses of worship, additions and improvements may be installed or constructed no closer than the setbacks existing on the property, but in no event may be closer than 10-feet to the side and rear property lines. All additions, improvements, and off-street parking areas abutting residential property shall be~~are~~ screened by a seven-foot landscape buffer or a six-foot tall solid perimeter fence meeting the requirements of this LDR.

Child day care on a house of worship property, subject to the following additional conditions:

...

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on October 28, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/7/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 66-25: CONDUCT A SECOND READING AND PUBLIC READING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 0.45 ± ACRES OF LAND LOCATED AT 125 JUNGLE ROAD.

October 28, 2025

Background:

Applicant: Roy B. Parsons, 300 Low Tide Lane, Daytona Beach, Florida 32124.

Property Owners: Roy B. Parsons and Ingrid Reilly, 300 Low Tide Lane, Daytona Beach, Florida 32124.

Request: Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.45 ± acres
- **Location:** South and east side of Jungle Road between Otter Boulevard and State Road 44.

Tax I.D. Number: 7343-06-00-0321

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject

property at 125 Jungle Road is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel at 125 Jungle Road has an 8-inch PVC water line in the Jungle Road right-of-way, but central sewer and reclaim services are not available. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 125 Jungle Road is undeveloped with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

Based on the Planning and Zoning Boards recommendation, the Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 66-25 125 Jungle Rd.pdf
Ord 66-25 Annex 125 Jungle Rd.pdf

A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 LOCATION MAP

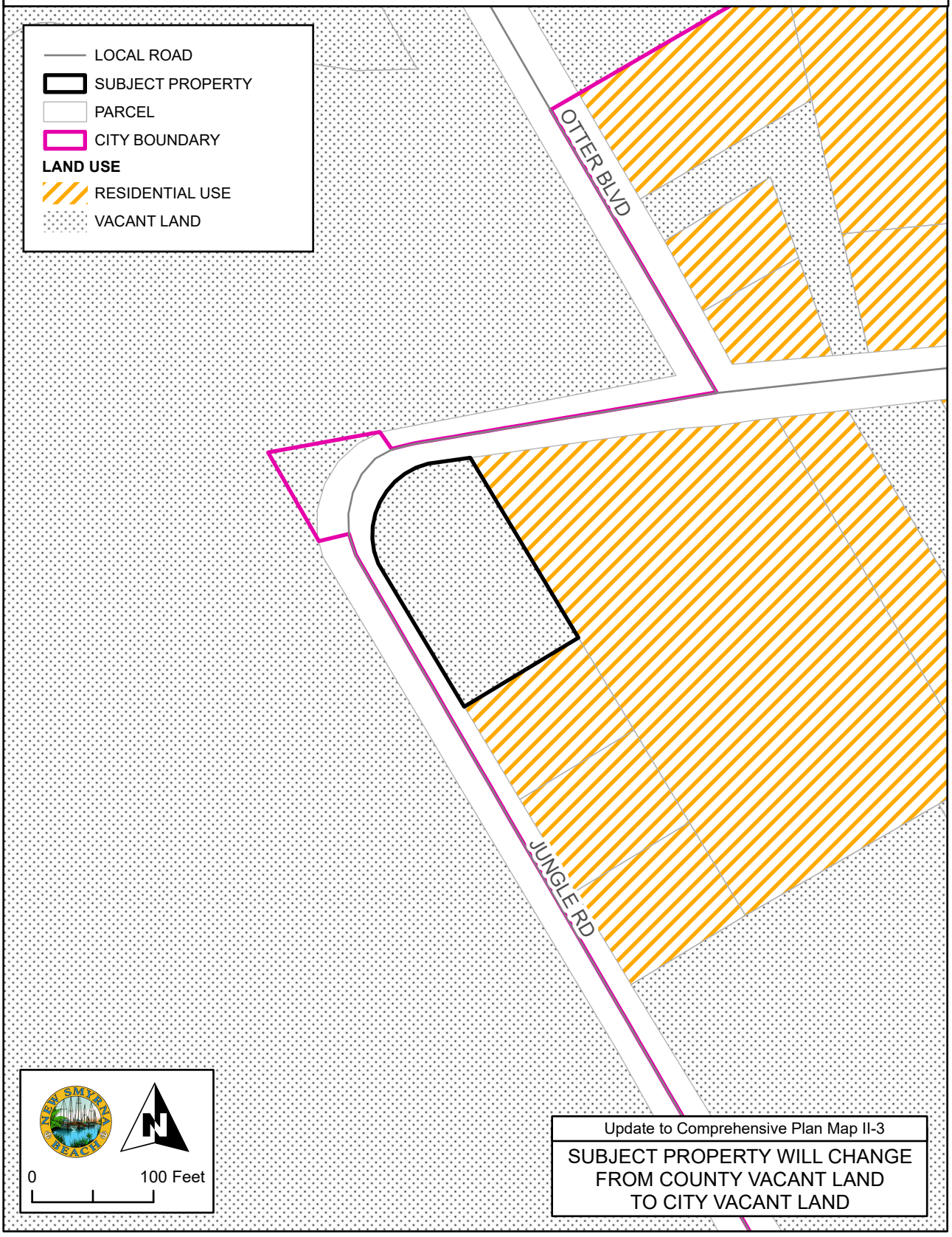


A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 AERIAL MAP



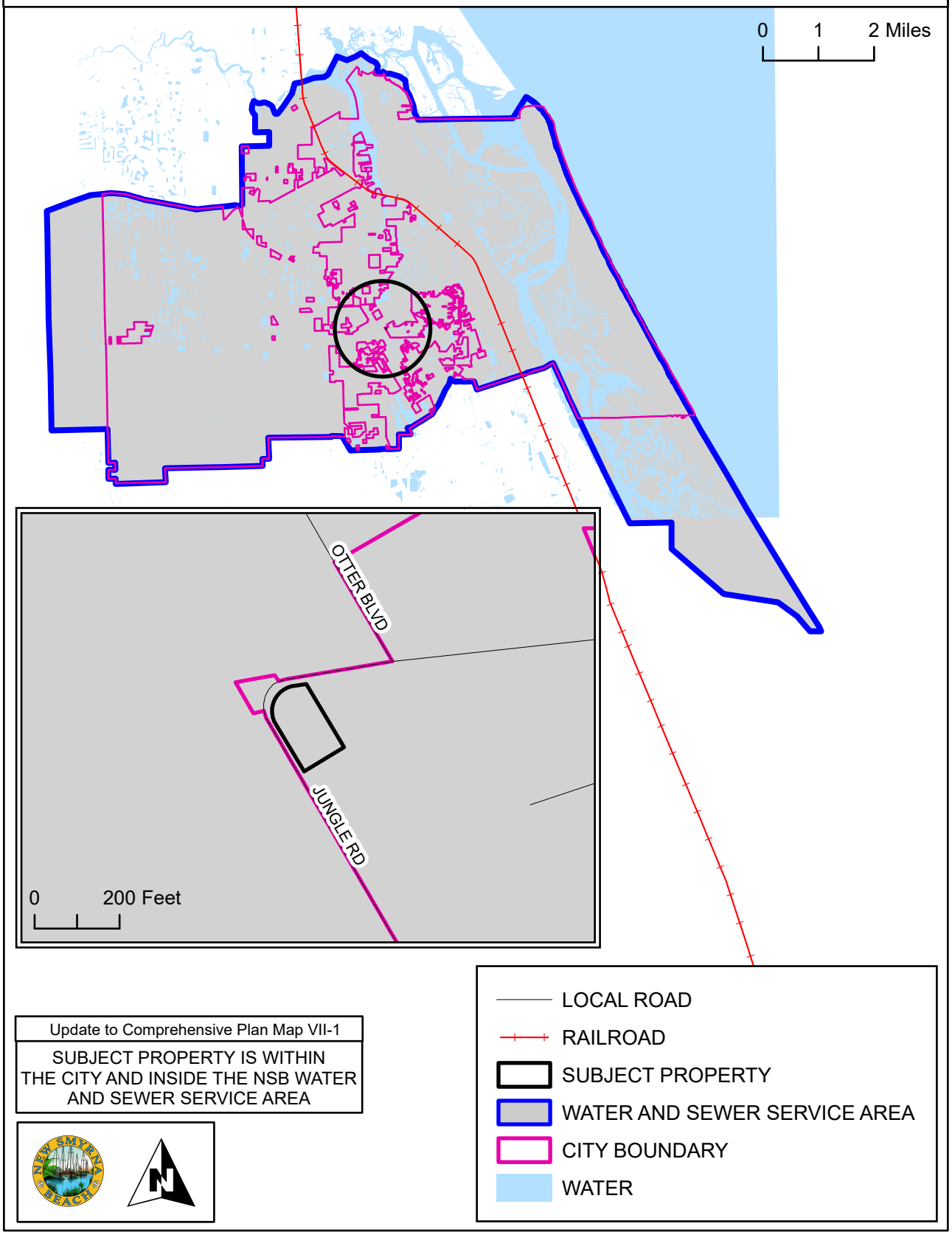
EXISTING LAND USE DESIGNATIONS

A-7-25



WATER AND SEWER SERVICE AREA

A-7-25

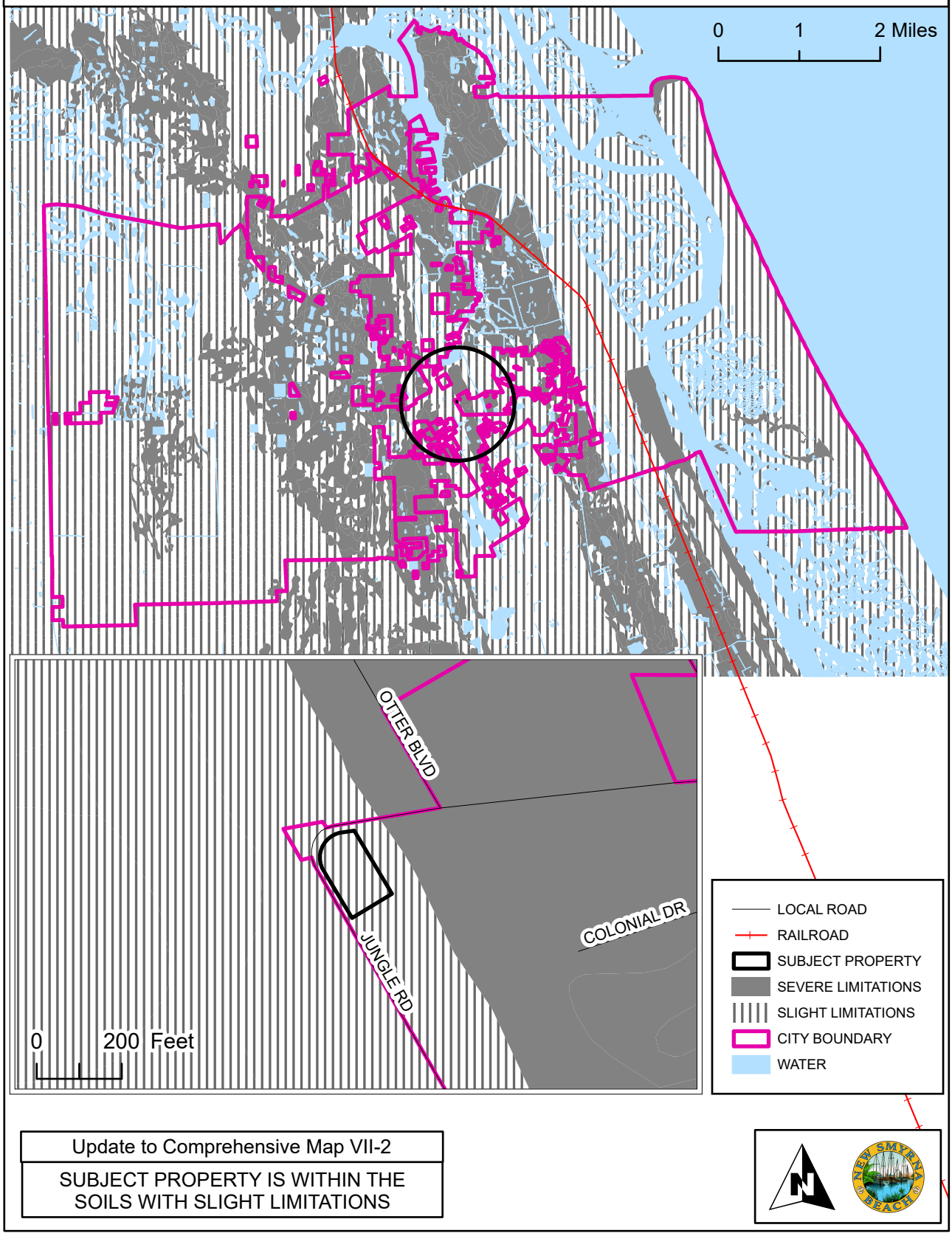


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-7-25

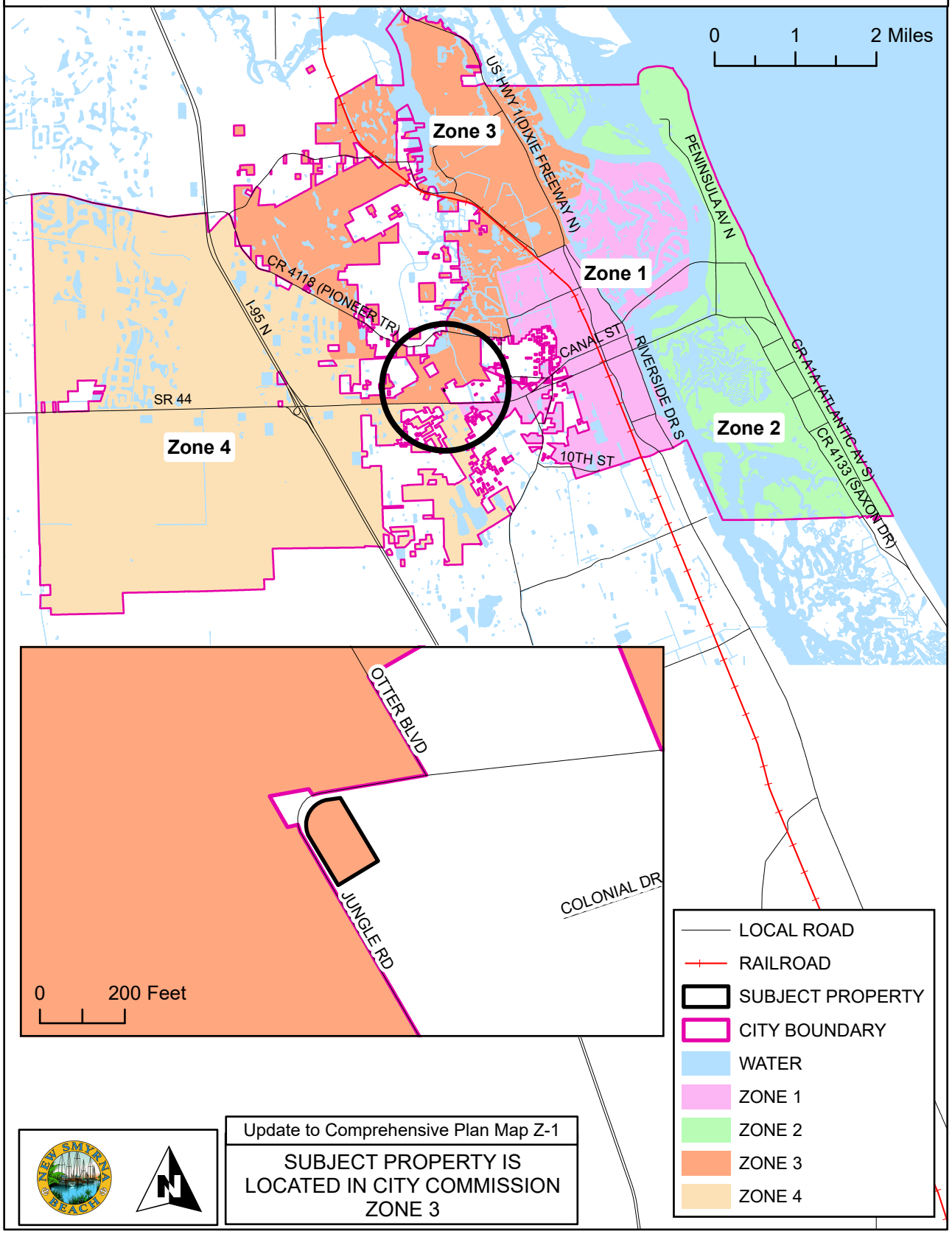


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

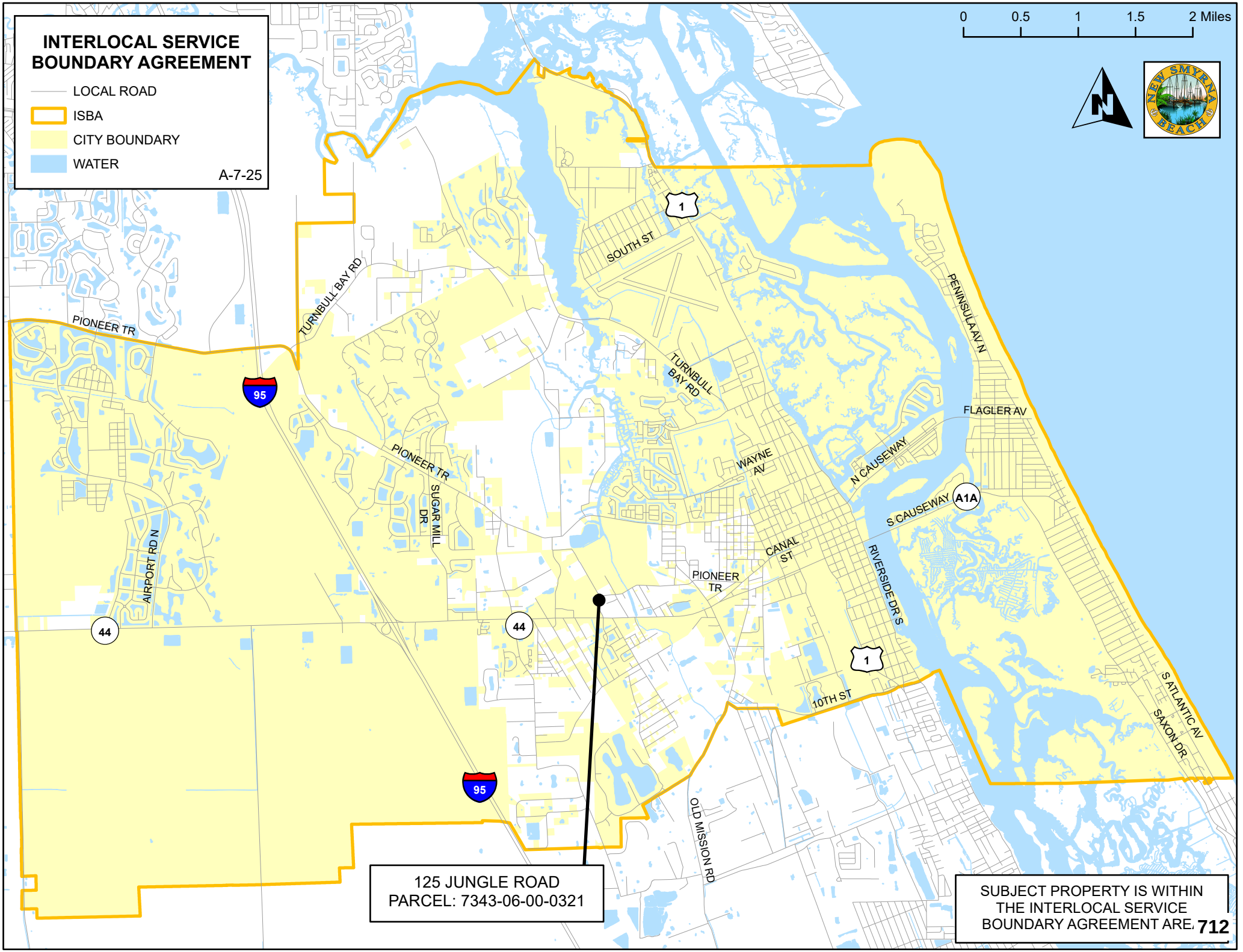
COMMISSION ZONES

A-7-25



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-7-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
125 JUNGLE ROAD
PARCEL: 7343-06-00-0321
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.

LEGAL DESCRIPTION

Address:
125 Jungle Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0321

AltKey Number:
3730925

Metes and Bounds by Professional Title Agency

THE EASTERLY ½ OF LOT 32, SOUTH OF JUNGLE ROAD, A 50-FOOT RIGHT OF WAY AS NOW LAID OUT, EXCEPT THE SOUTHERLY 267 FEET AND EXCEPT THE EASDTERLY 220 FEET, SUBDIVISION OF THE NAPIER GRANT AND THE NORTH PART OF THE HULL GRANT IN SECTION 43 AND 44, TOWNSHIP 17 SOUTH, RANGE 33 AND 34 EAST, AS SHOWN ON MAP RECORDED IN MAP BOOK 2, PAGE 42, ABD DEED BOOK M, PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: NS932506003

APN/Parcel ID(s): 734306000321

WARRANTY DEED

THIS WARRANTY DEED dated July 16, 2025, by Hope Susan Pawlak, a single women, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009, hereinafter called the grantor, to Roy Burlew Parsons, an unmarried man and Ingrid Reilly, a married woman, as joint tenants with full rights of survivorship, whose post office address is 300 Low Tide Lane, Daytona Beach, FL 32124, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Easterly 1/2 of Lot 32, South of Jungle Road, a 50 foot right of way as now laid out, Except the Southerly 267 feet and except the Easterly 220 feet, Subdivision of the Napier Grant and the North part of the Hull Grant in Section 43 and 44, Township 17 South, Range 33 and 34 East, as shown on map recorded in Map Book 2, Page 42, and Deed Book M, Page 688, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

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 December 31, 2024.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street
New Smyrna Beach, FL 32168

Marcia E. Barnett
Witness Signature

Marcia E. Barnett
Print Name

Address: 124 Flamingo Rd.
Edgewater FL
32141

Hope Susan Pawlak, a single woman, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009

BY: Hope Susan Pawlak TTEE surviving Trustee
Hope Susan Pawlak, a single woman
Individually and as Surviving Trustee

Address: 2232 Queen Palm Drive
Edgewater, FL 32141

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 16th day of July, 2025, by Hope Susan Pawlak, a single woman, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009, to me known to be the person(s) described in or who has/have produced Driver's License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Notary Public - State of Florida
Commission # HH 221861
My Comm. Expires Mar 21, 2026
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 66-25 Annexing 125 Jungle Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 66-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 0.45± ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF JUNGLE ROAD, BETWEEN OTTER BOULEVARD AND STATE ROAD 44, ADDRESSED AS 125 JUNGLE ROAD; 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, Roy B. Parsons and Ingrid Reilly, 300 Low Tide Lane, Daytona Beach, Florida 32124, applicants and property owners, have requested the annexation of 0.45± acres of property located on the south side of Jungle Road, between Otter Boulevard and State Road 44, addressed as 125 Jungle Road; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on September 8, 2025, by a vote of 5-0, 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 October 28, 2025, at 6:30 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: 9/26/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
125 Jungle Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0321

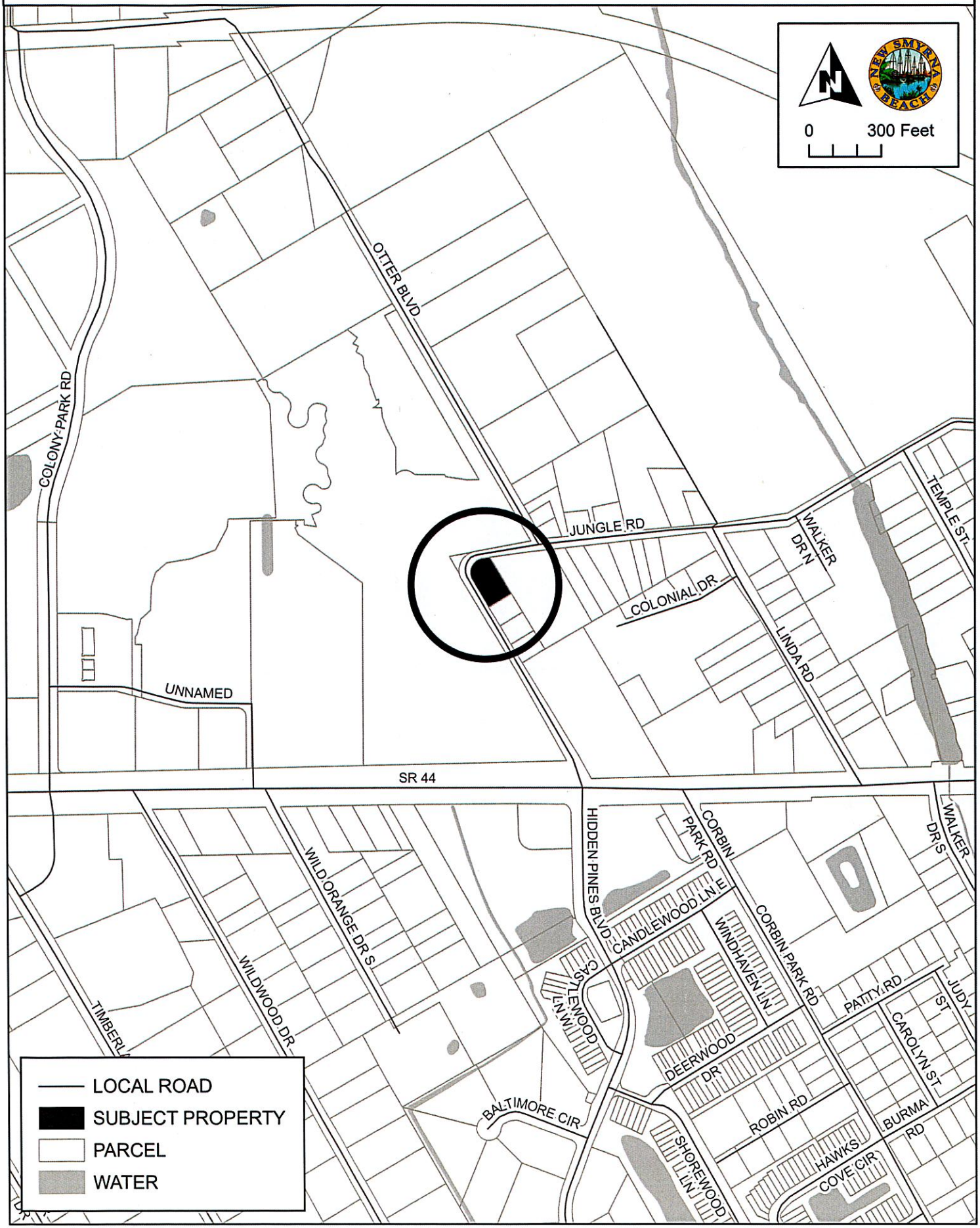
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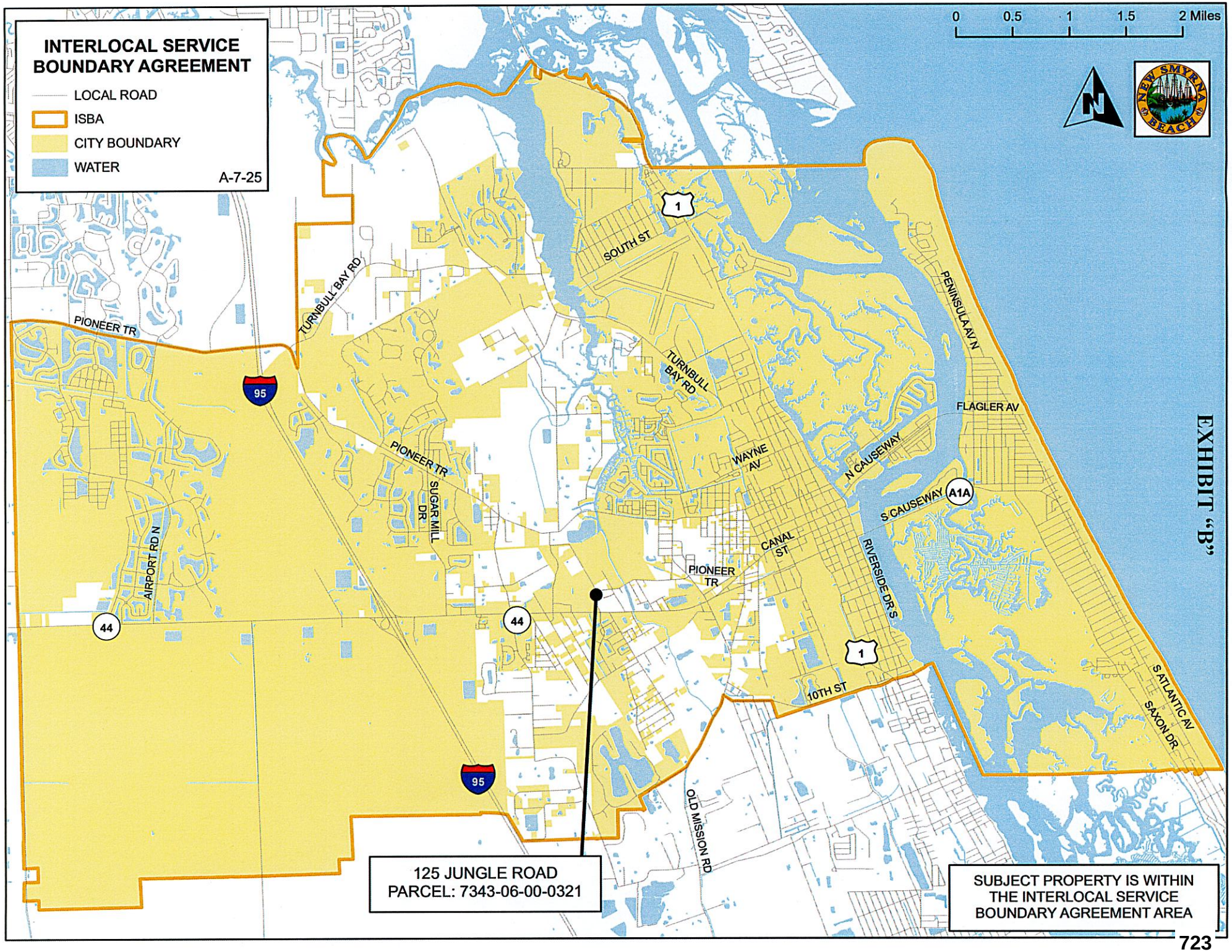
Metes and Bounds by Professional Title Agency

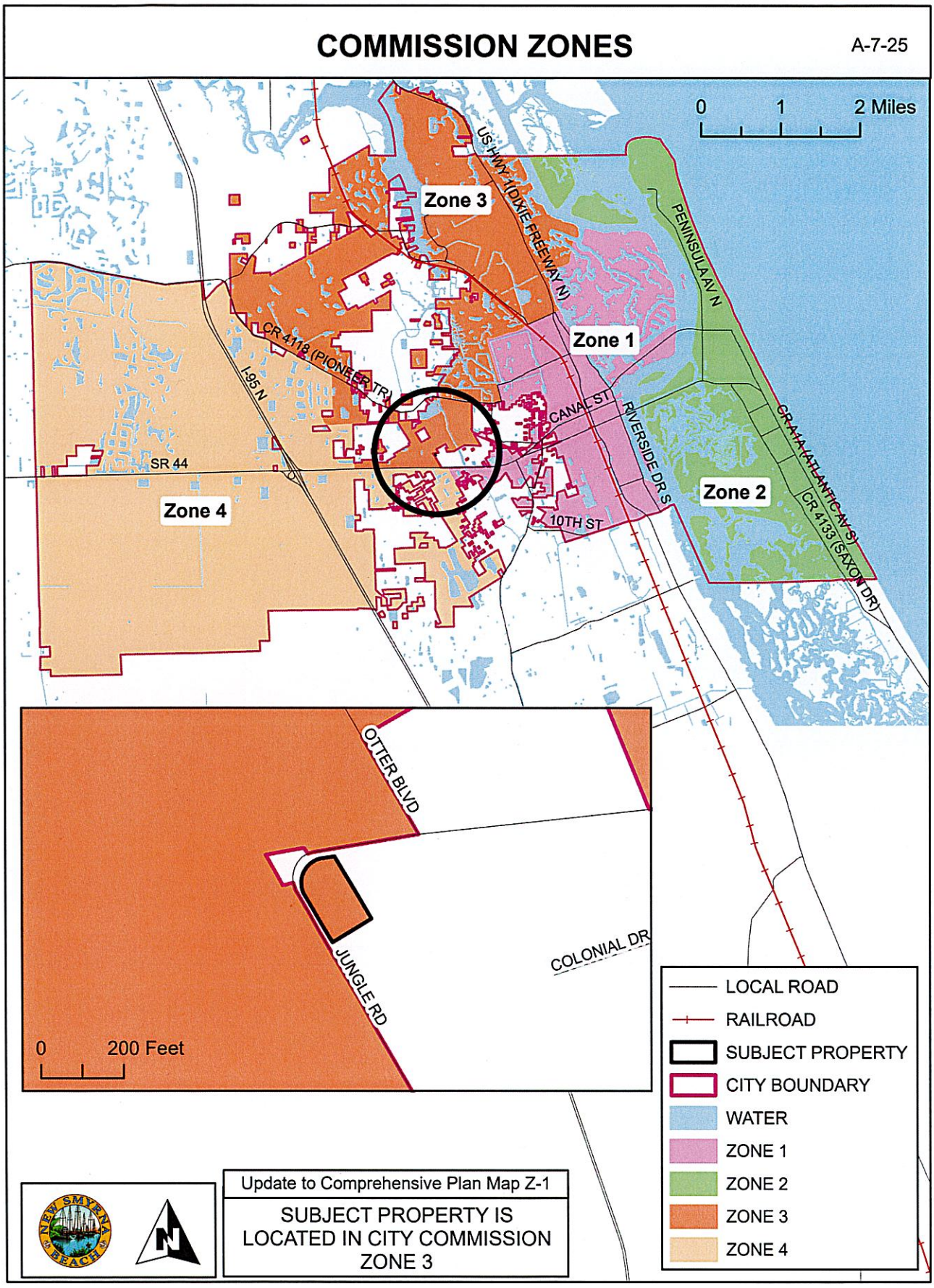
THE EASTERLY ½ OF LOT 32, SOUTH OF JUNGLE ROAD, A 50-FOOT RIGHT OF WAY AS NOW LAID OUT, EXCEPT THE SOUTHERLY 267 FEET AND EXCEPT THE EASDTERLY 220 FEET, SUBDIVISION OF THE NAPIER GRANT AND THE NORTH PART OF THE HULL GRANT IN SECTION 43 AND 44, TOWNSHIP 17 SOUTH, RANGE 33 AND 34 EAST, AS SHOWN ON MAP RECORDED IN MAP BOOK 2, PAGE 42, ABD DEED BOOK M, PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"

A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 LOCATION MAP




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-7-25
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
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
125 JUNGLE ROAD
PARCEL: 7343-06-00-0321
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA


COMMISSION ZONES
A-7-25
0 1 2 Miles
Zone 1
Zone 2
Zone 3
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A (ATLANTIC AV S)
CR 4133 (SAXON DR)
OTTER BLVD
JUNGLE RD
COLONIAL DR
0 200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 67-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO MEDIUM DENSITY RESIDENTIAL ON PROPERTY LOCATED AT 125 JUNGLE ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 28, 2025

Background:

Applicant: Roy B. Parsons, 300 Low Tide Lane, Daytona Beach, Florida 32124.

Property Owners: Roy B. Parsons and Ingrid Reilly, 300 Low Tide Lane, Daytona Beach, Florida 32124.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Medium Intensity.
- **To:** City Future Land Use category of Medium Density Residential.

Site Information:

- **Size:** 0.45 ± acres
- **Location:** South and east side of Jungle Road between Otter Boulevard and State Road 44.

Tax I.D. Number: 7343-06-00-0321

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 125 Jungle Road is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City Medium Density Residential Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel at 125 Jungle Road has an 8-inch PVC water line in the Jungle Road right-of-way, but central sewer and reclaim services are not available. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 125 Jungle Road is undeveloped with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 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 September 8, 2025, the Planning and Zoning Board

voted, 5-0, to give the City Commission a positive recommendation to **approve** the requested Small Scale *Comprehensive Plan* amendment changing the Future Land Use category to City Medium Density Residential as part of an overall annexation application.

Based on the recommendation from the Planning and Zoning Board, the Planning Department recommends the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment changing the Future Land Use category to City Medium Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Medium Density Residential FLU.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 67-25 125 Jungle Rd.pdf
Ord 67-25 Small Scale 125 Jungle Rd.pdf

A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 LOCATION MAP

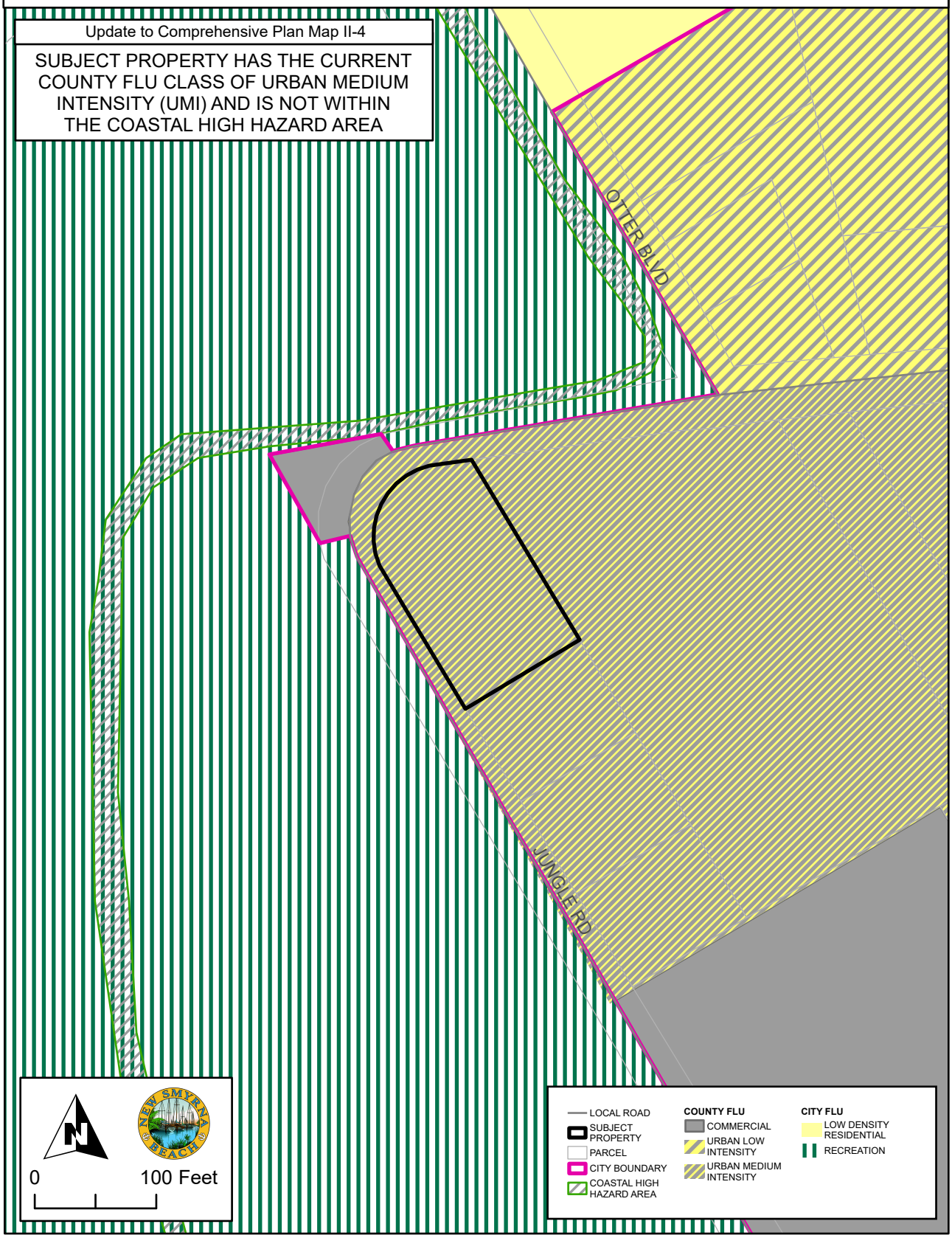


A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-7-25



Urban Medium Intensity (UMI) –

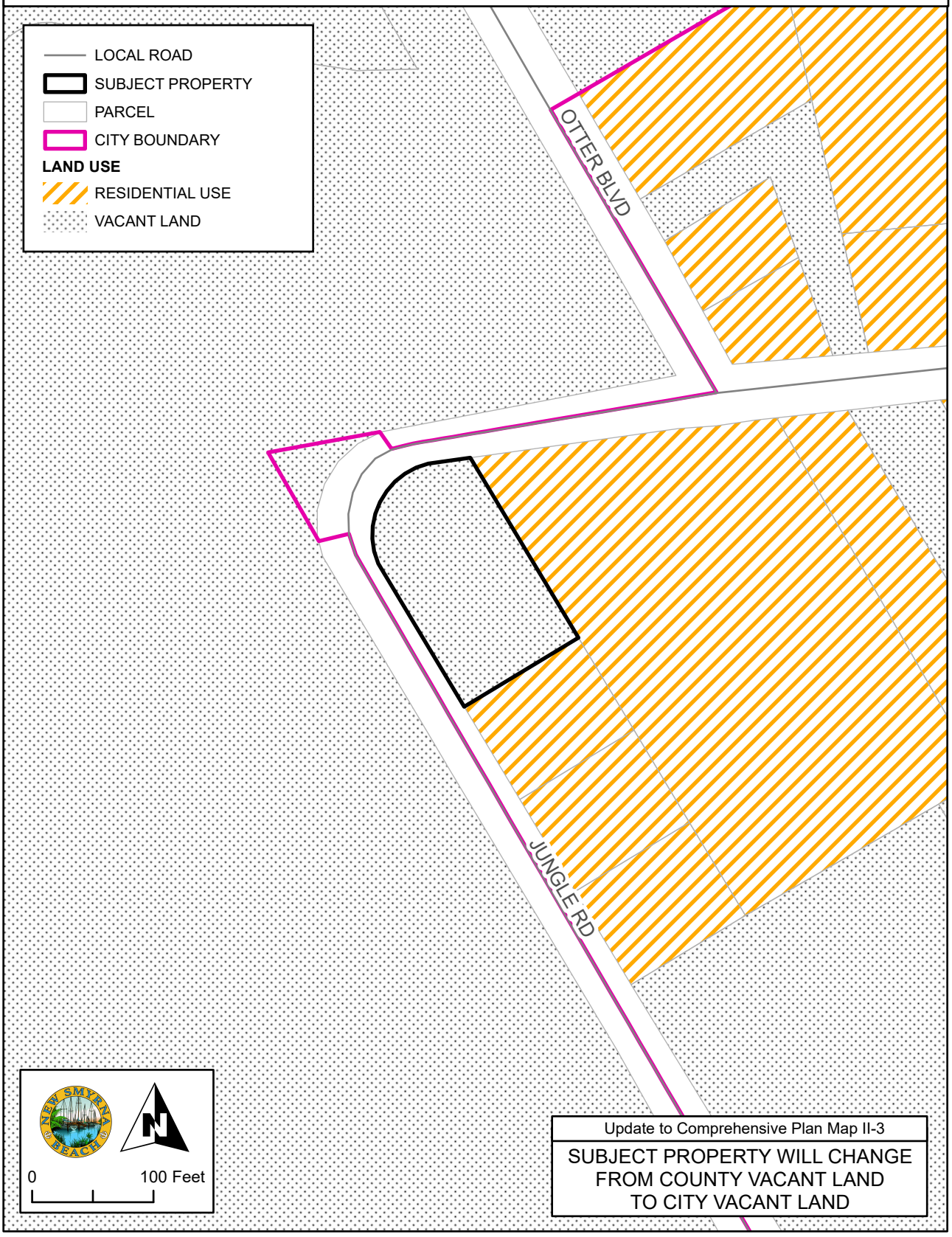
Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-7-25



MEDIUM-DENSITY RESIDENTIAL

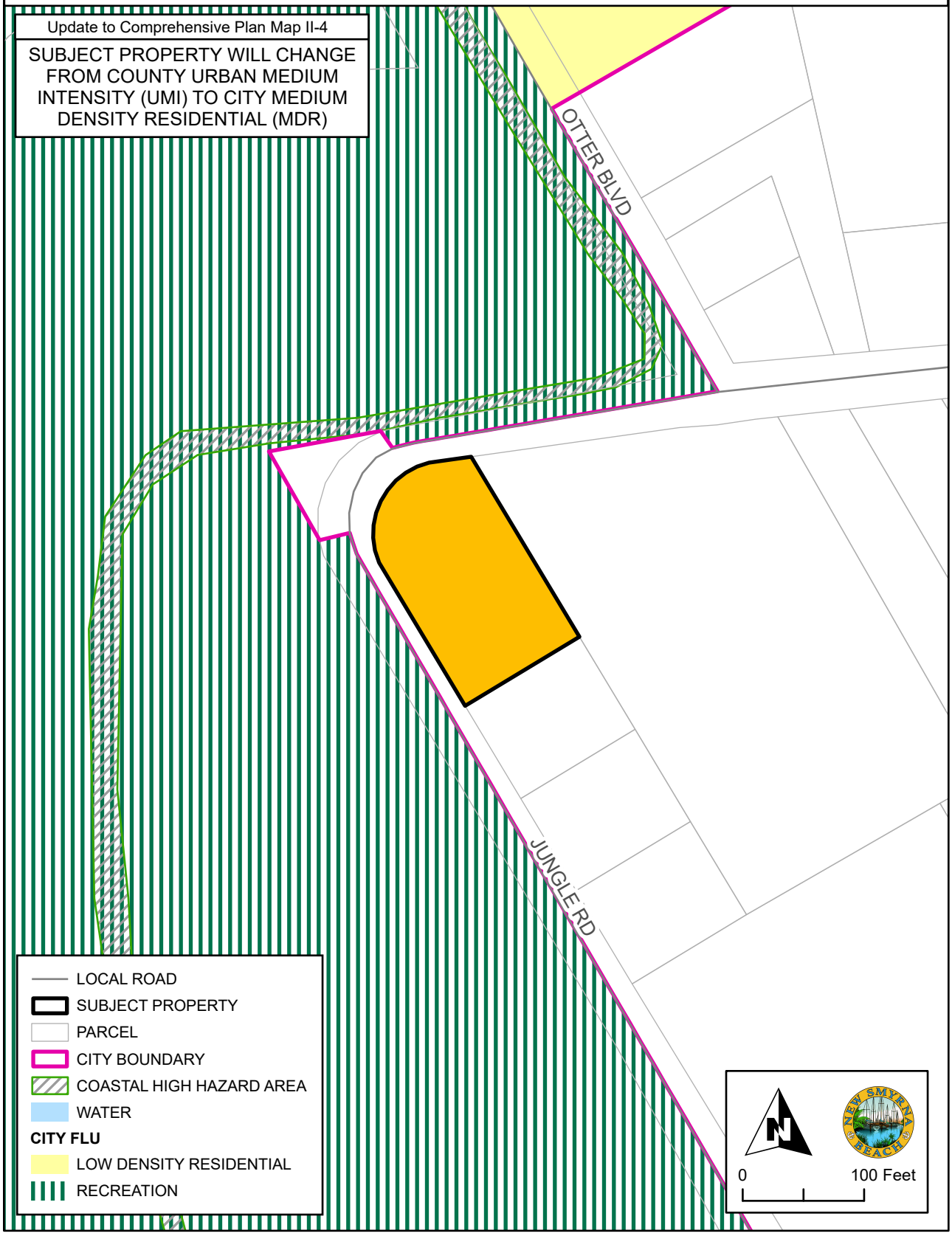
Maximum allowed density: 5.01 to eight [8] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ration (FAR) of 0.5.

Intent: This use is intended to provide a buffer between low-density residential uses and more intense uses, such as a high-density residential or commercial. It is also suitable at major intersections when adequate buffering from highway can be provided.

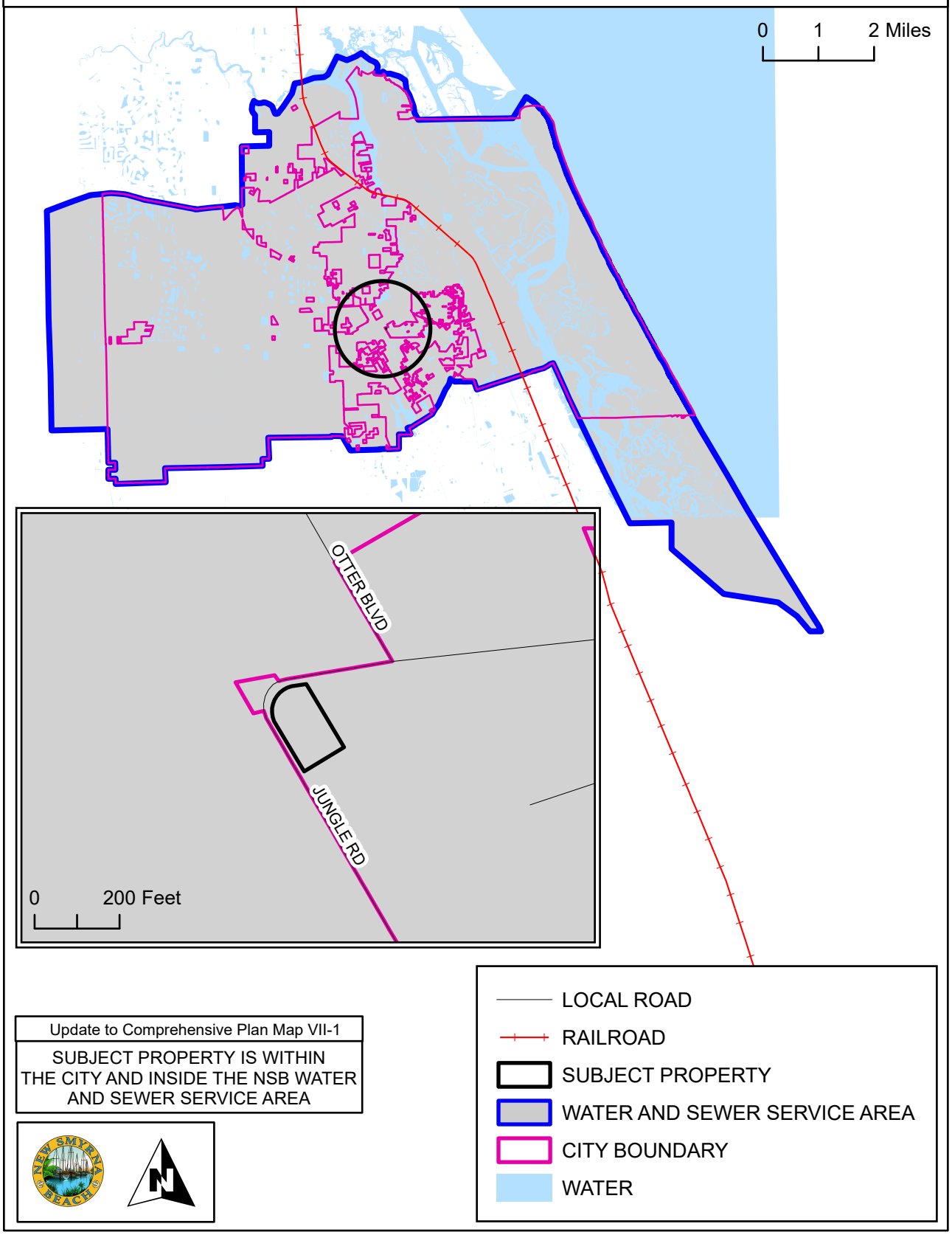
PROPOSED FUTURE LAND USE DESIGNATIONS

A-7-25



WATER AND SEWER SERVICE AREA

A-7-25

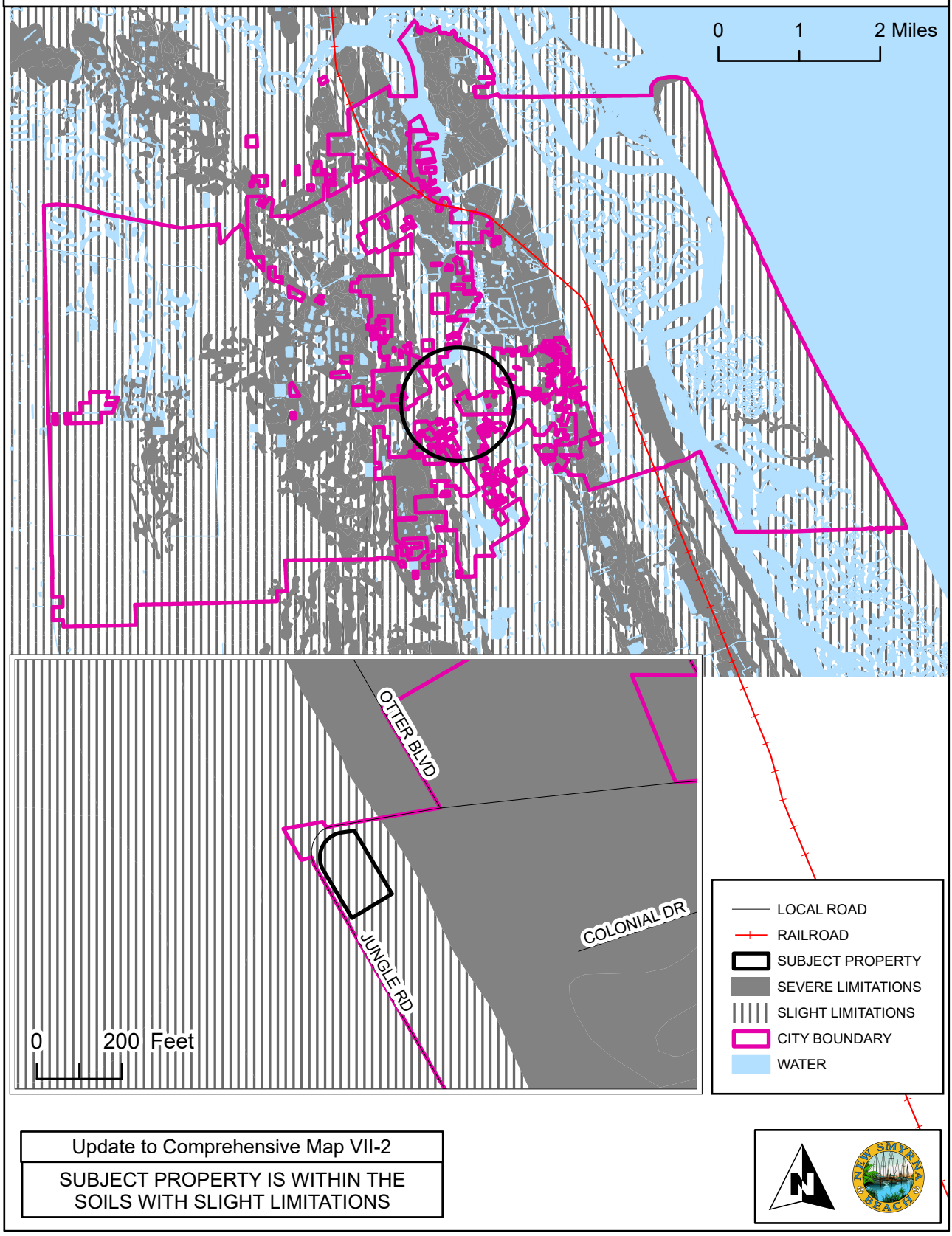


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-7-25

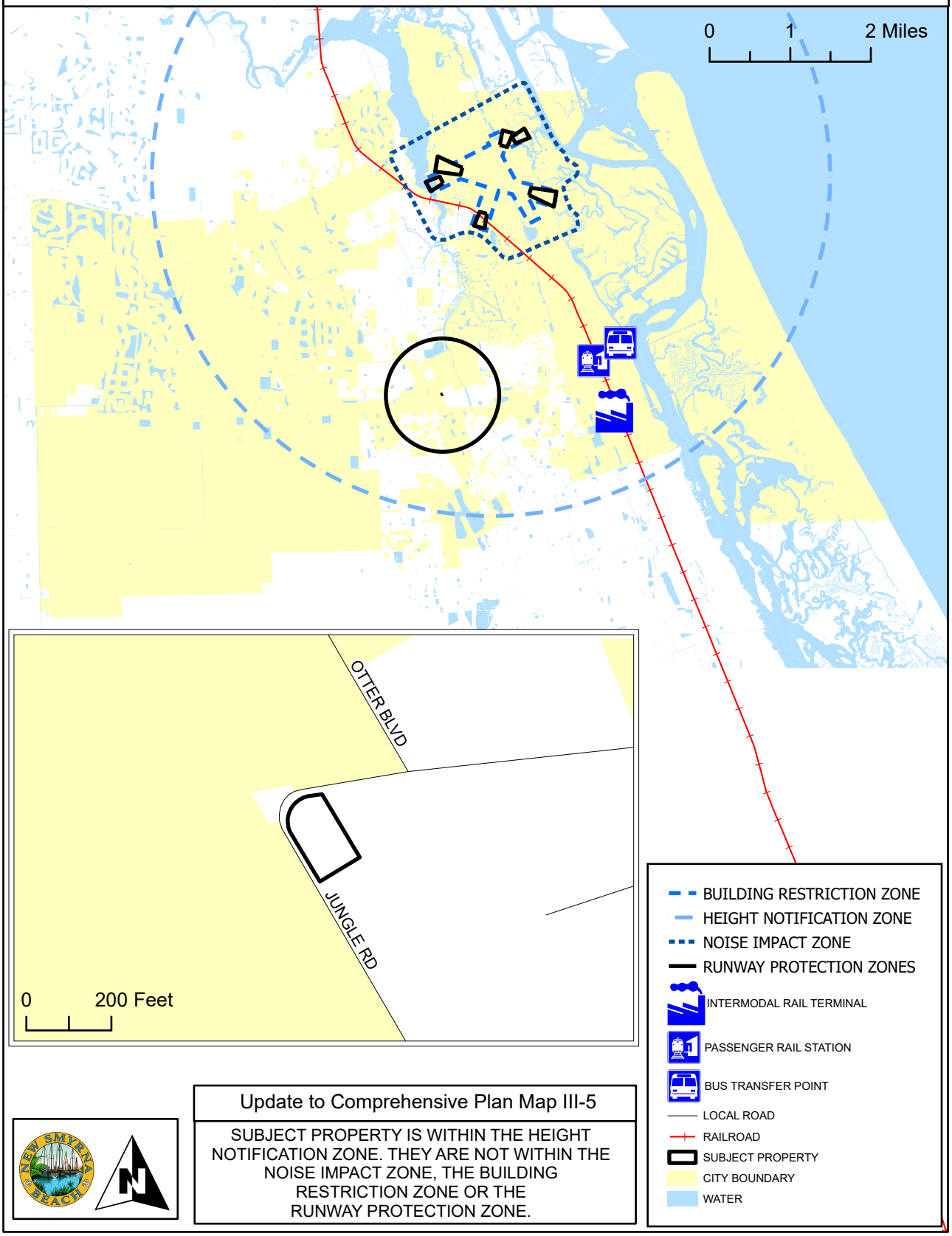


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-7-25

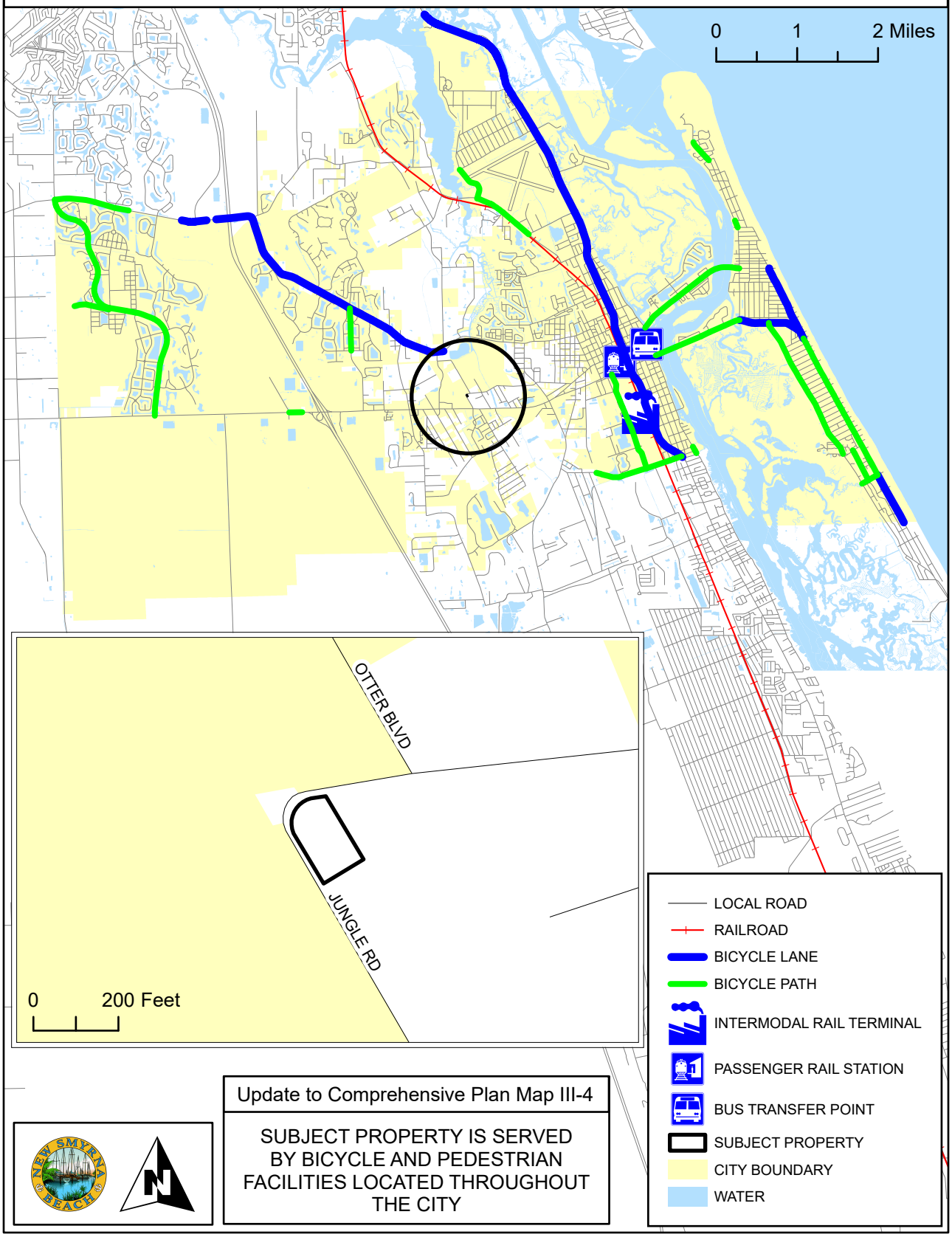


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-7-25

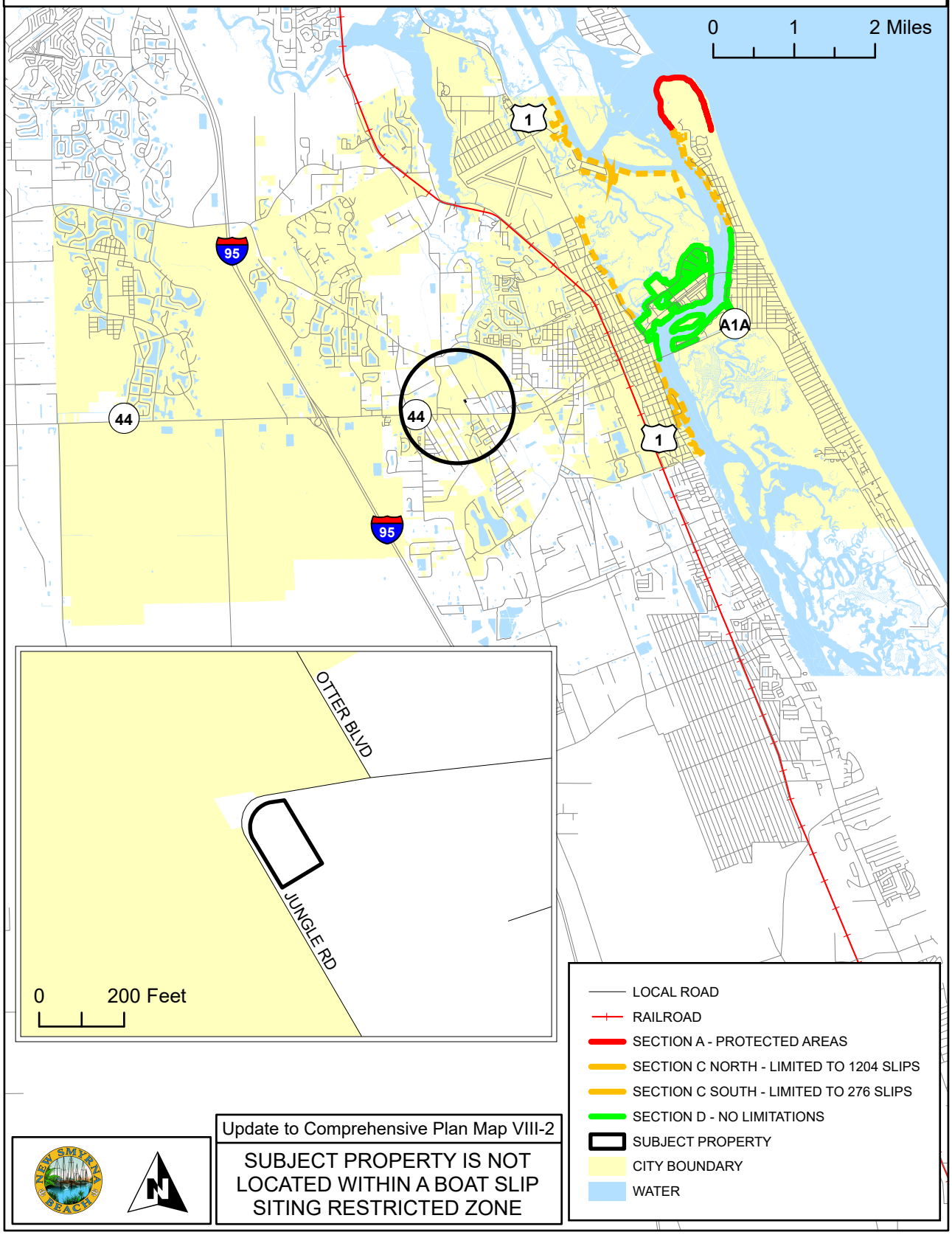


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-7-25

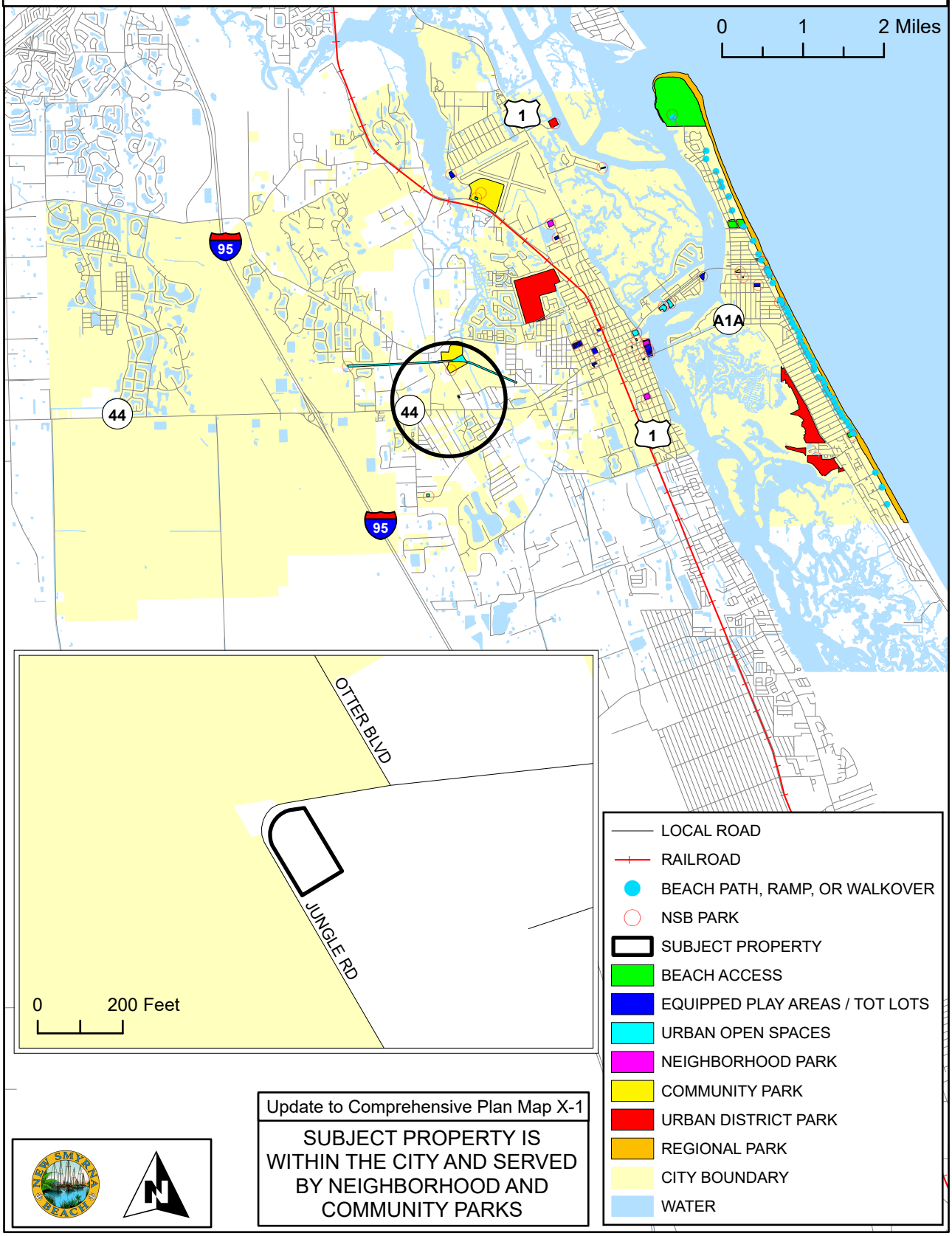


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-7-25

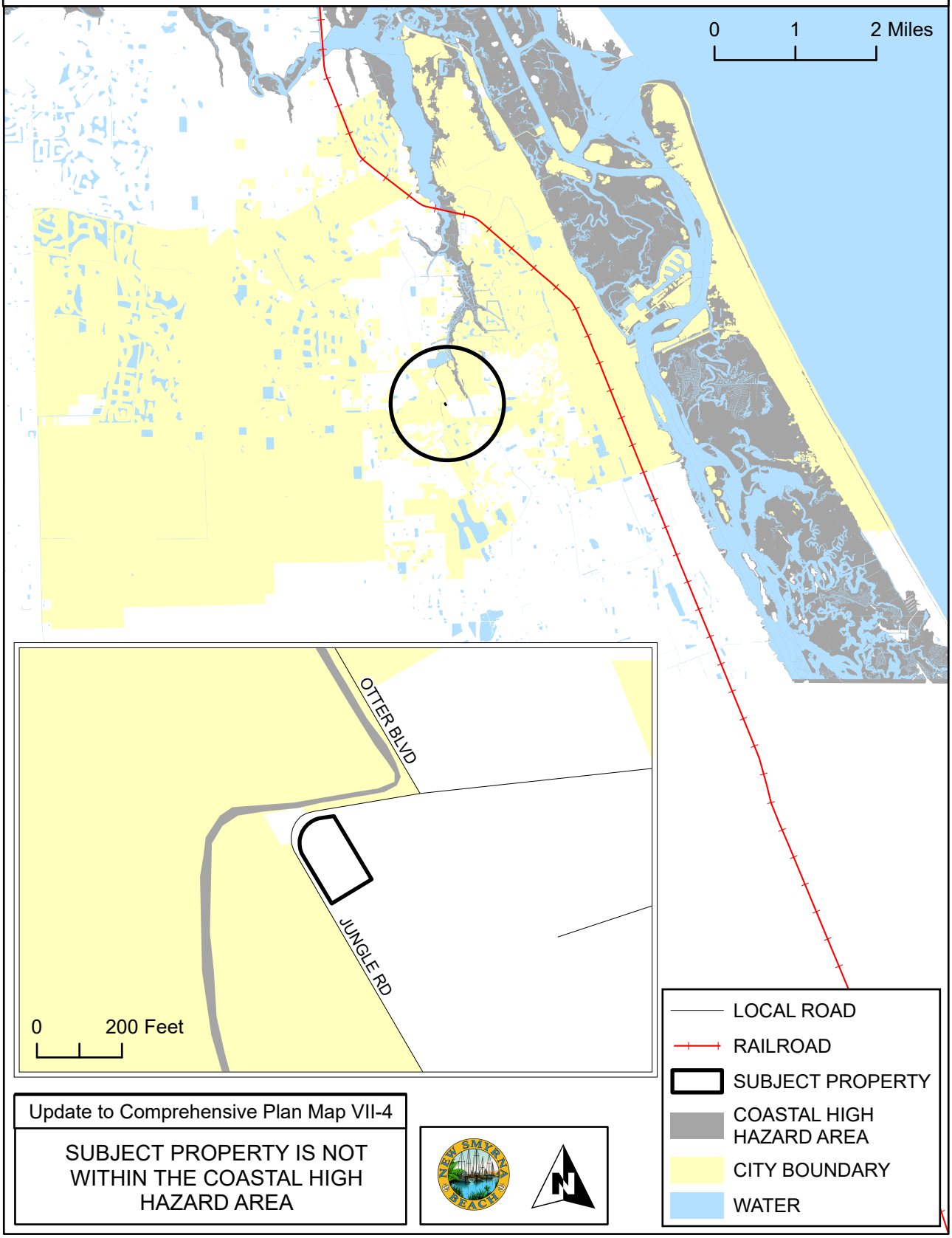


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-7-25

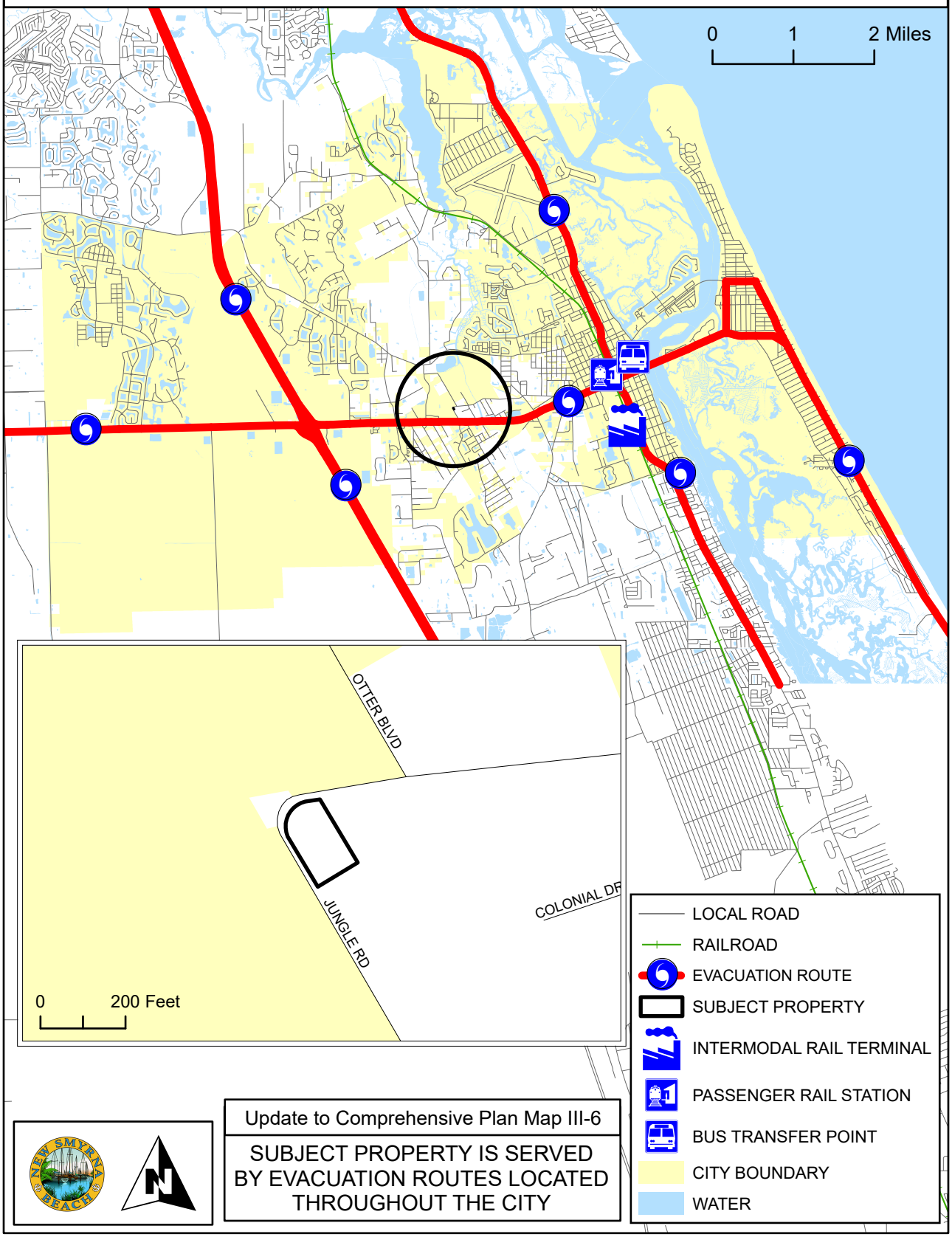


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-7-25

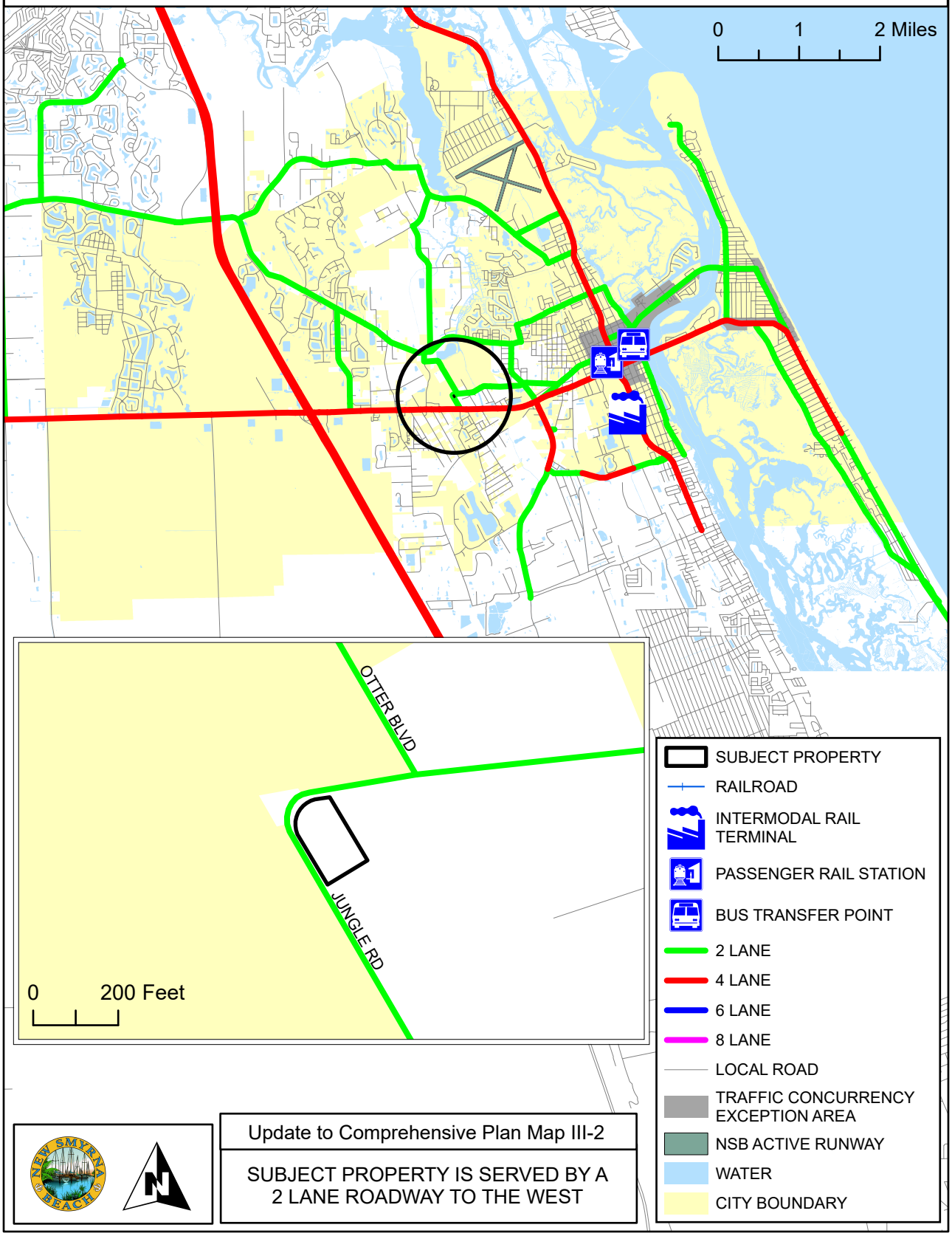


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-7-25

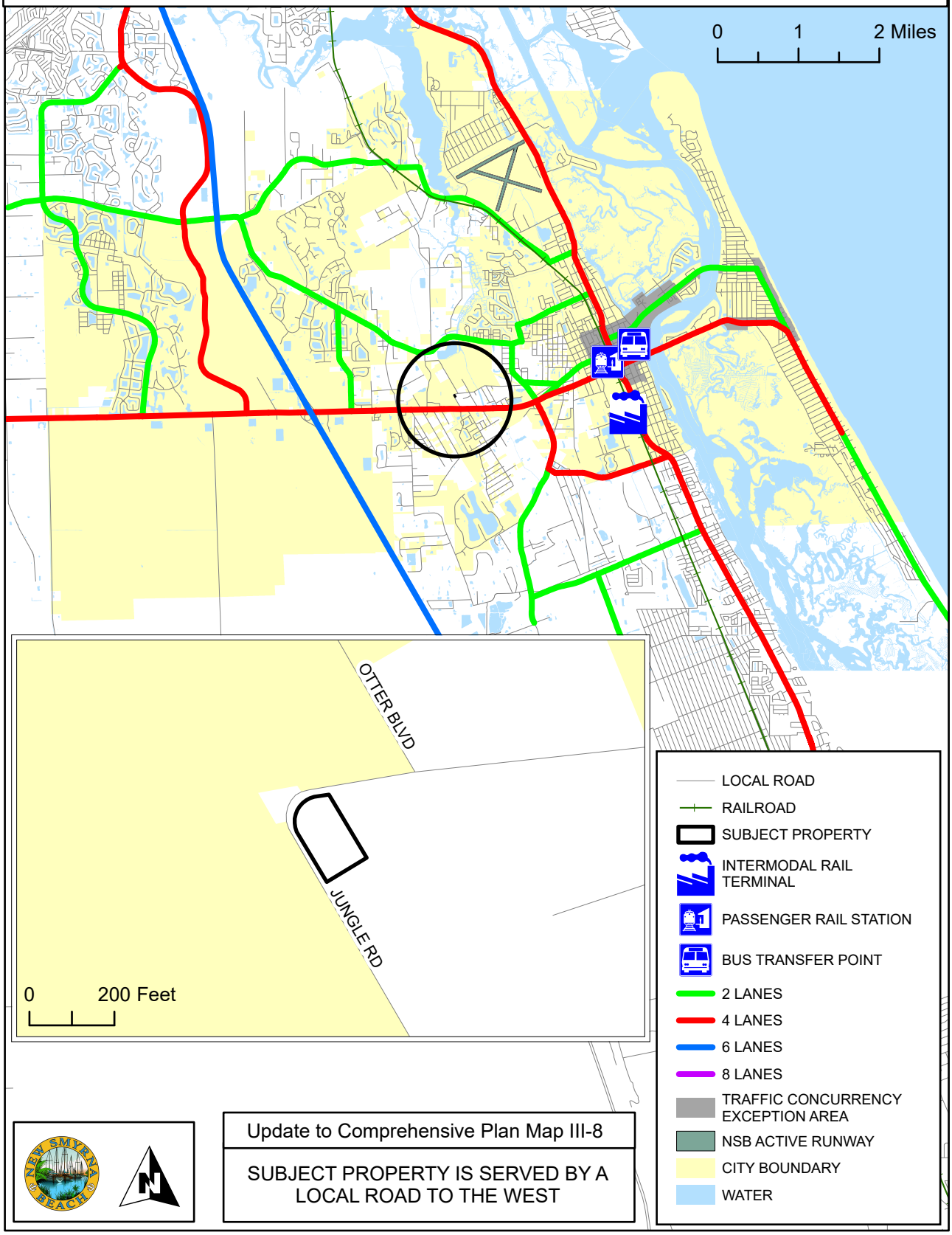


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE WEST

NUMBER OF TRAFFIC LANES - 2025

A-7-25

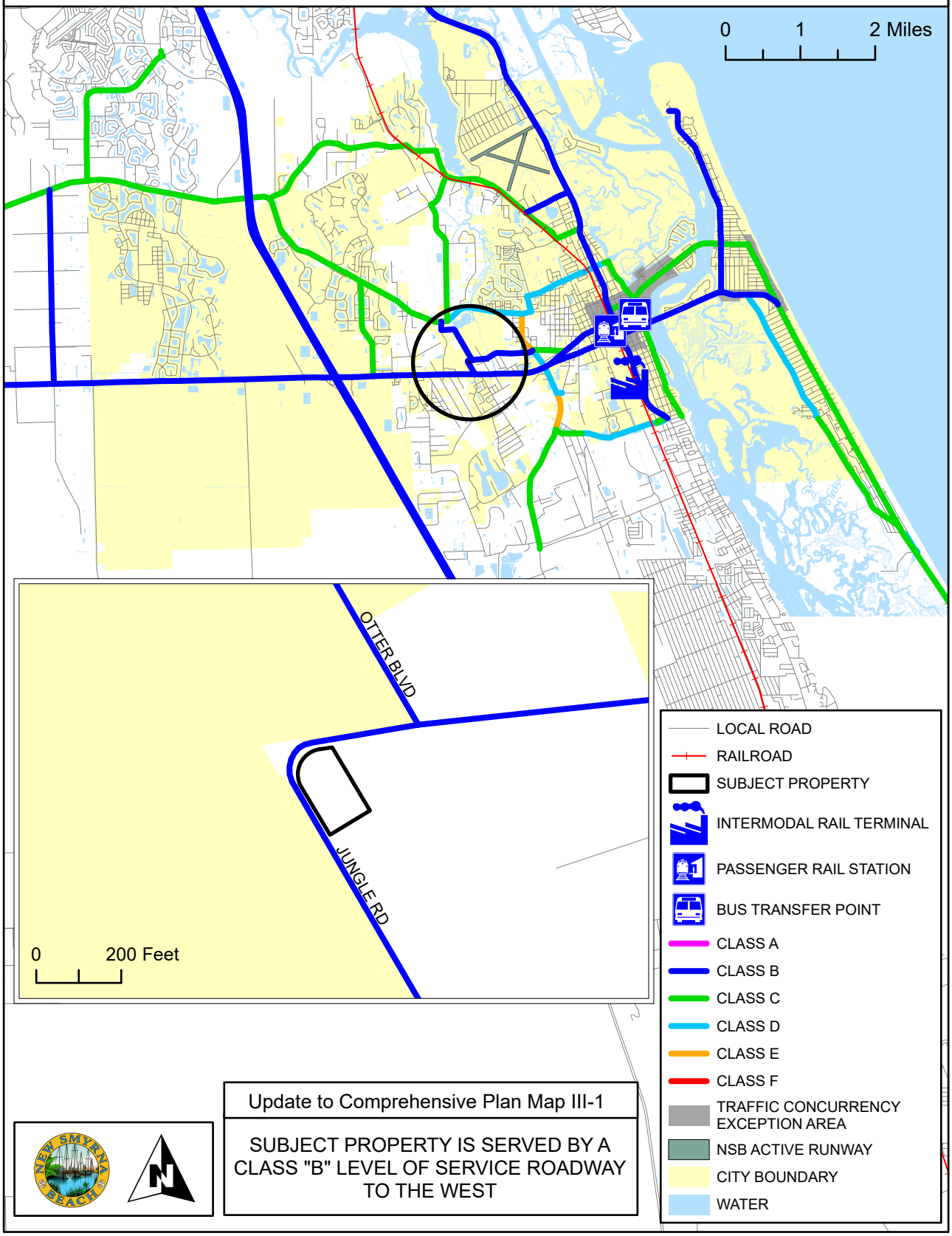


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A LOCAL ROAD TO THE WEST

EXISTING LEVEL OF SERVICE - 2009

A-7-25

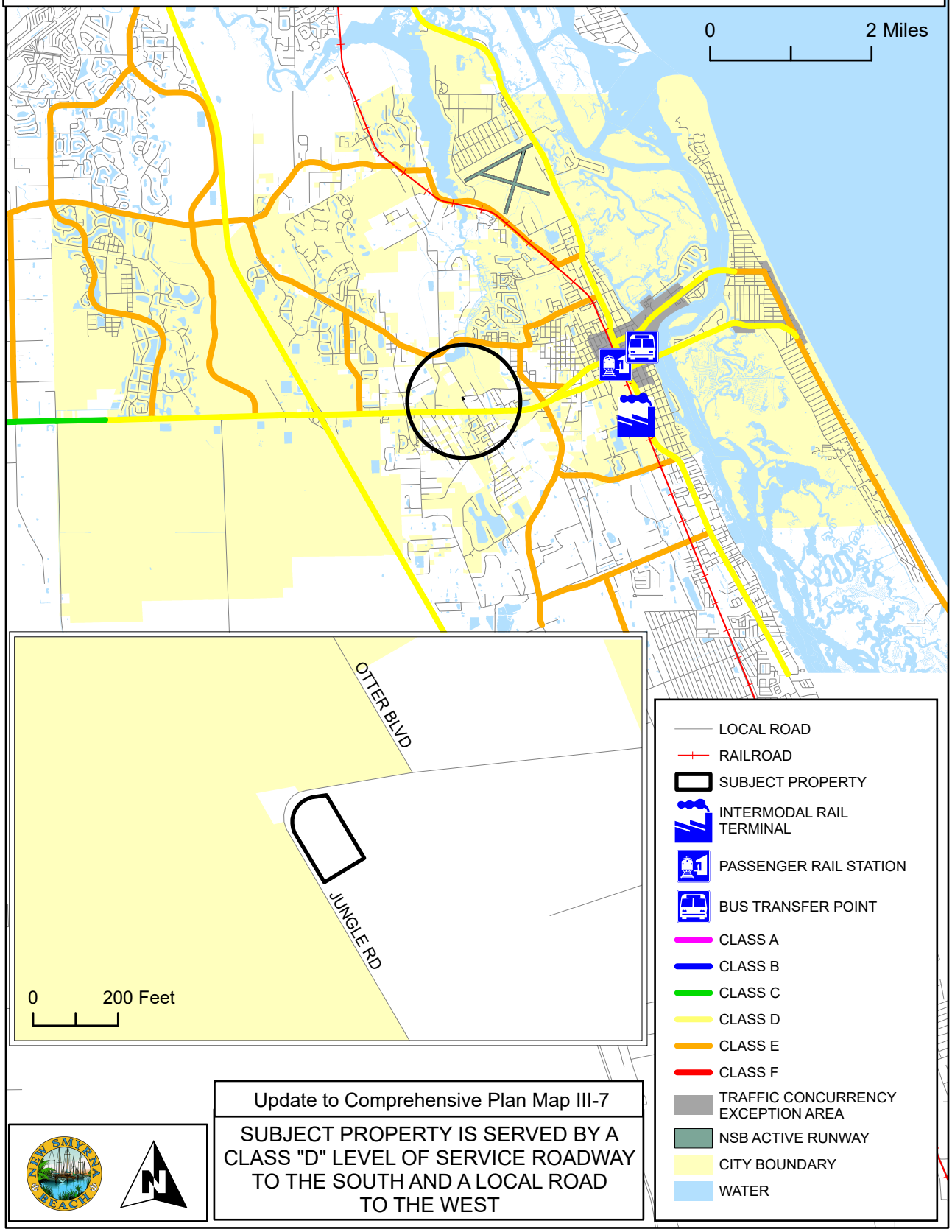


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE WEST

LEVEL OF SERVICE - 2025

A-7-25

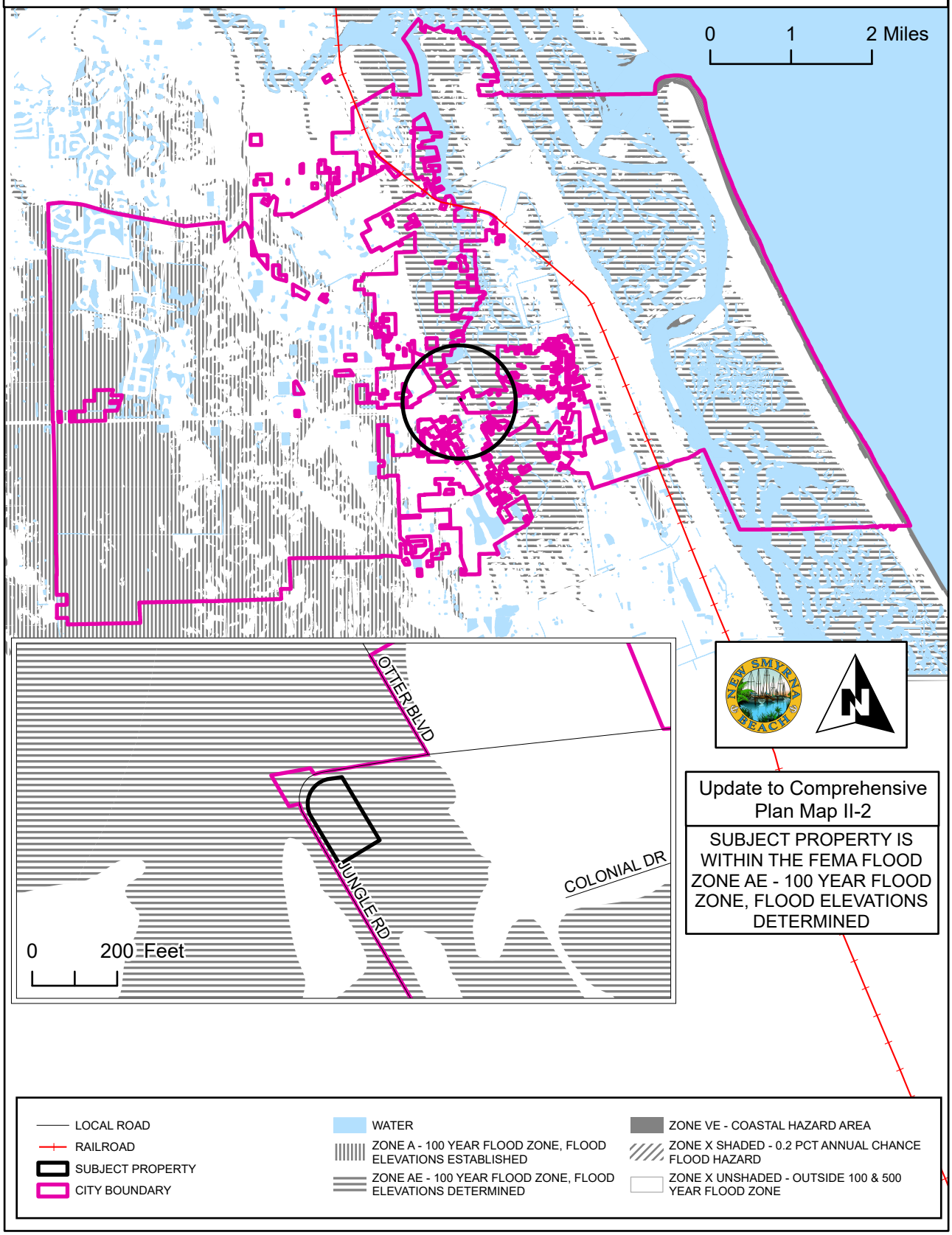


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

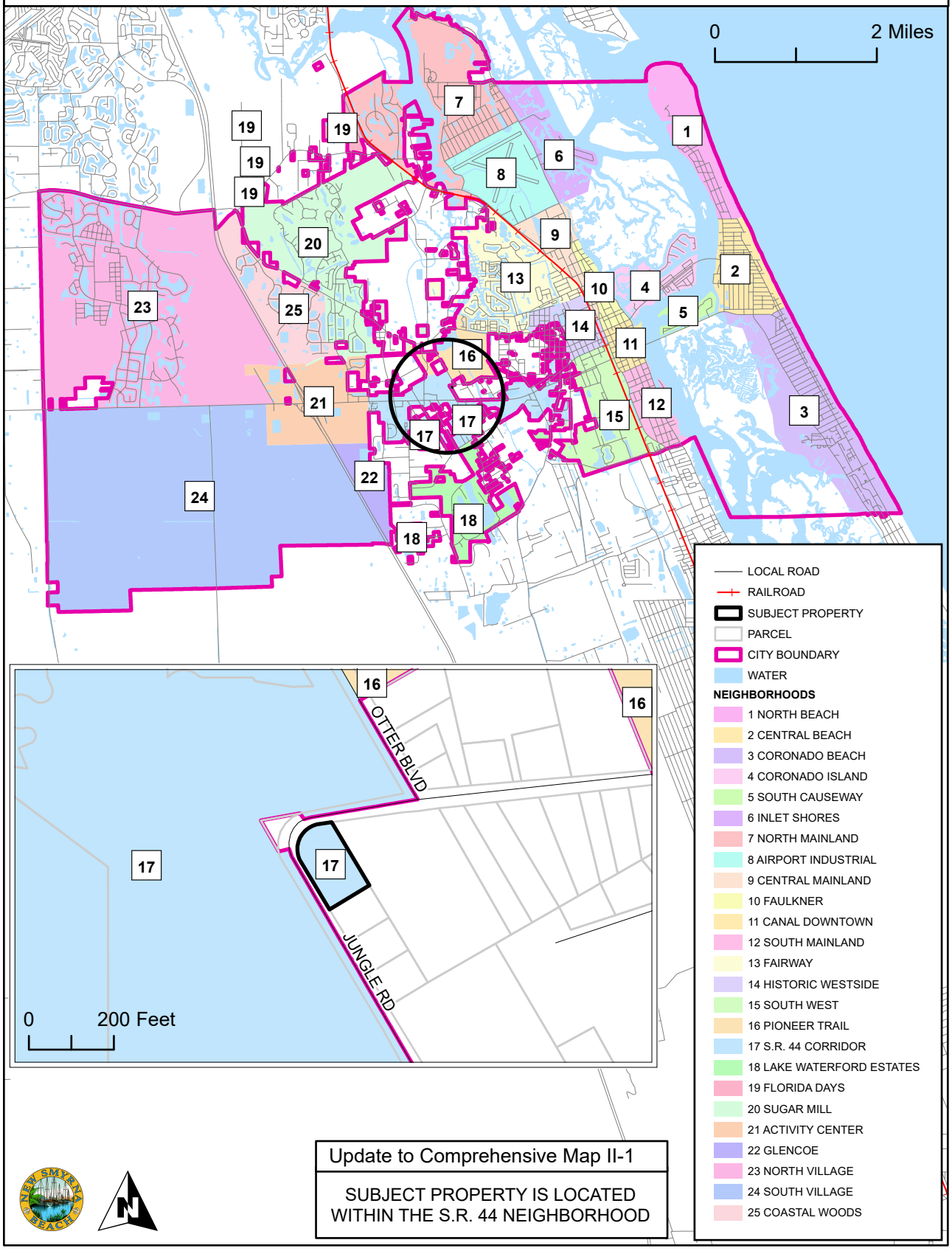
FLOOD PRONE AREAS

A-7-25



NEIGHBORHOODS

A-7-25

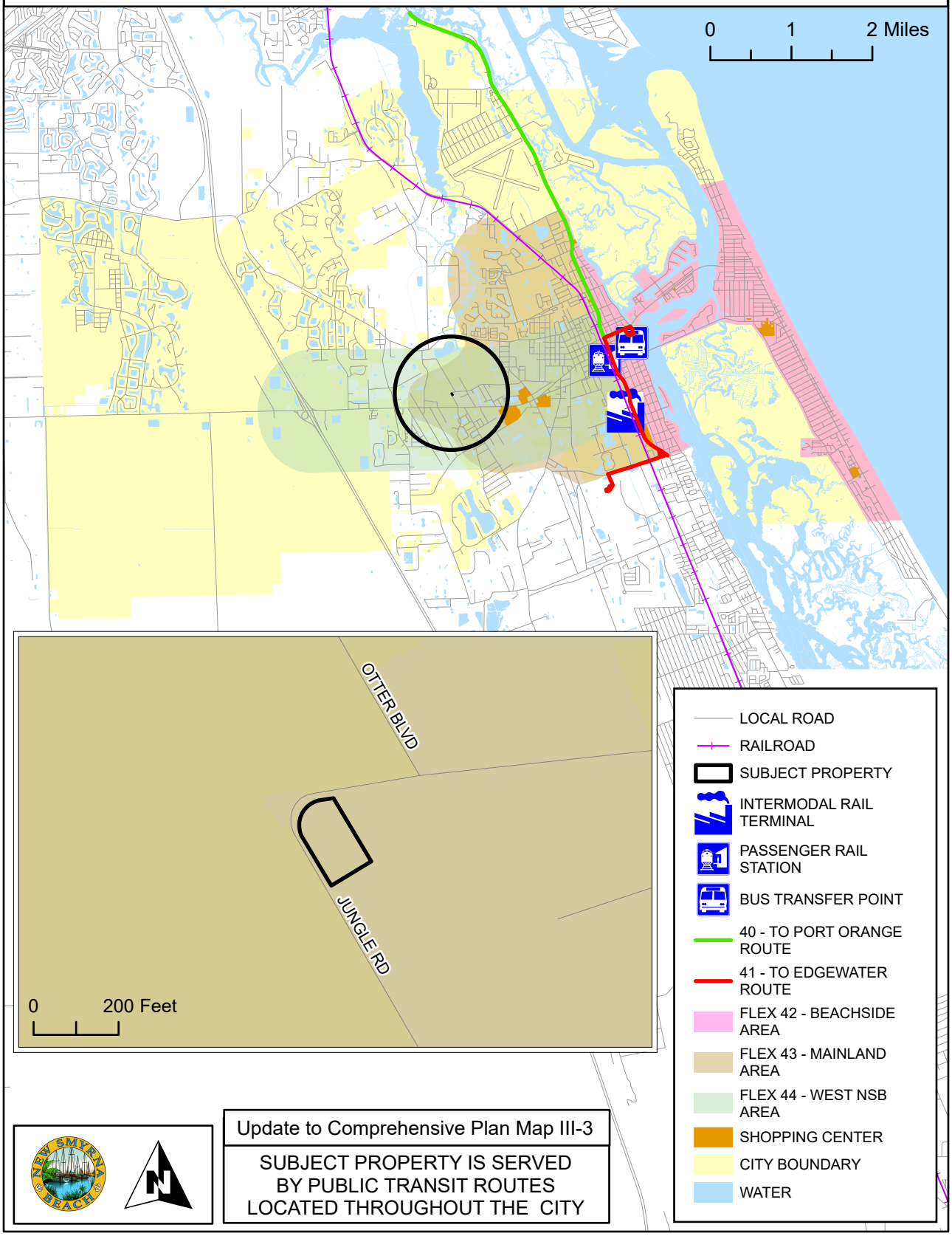


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-7-25

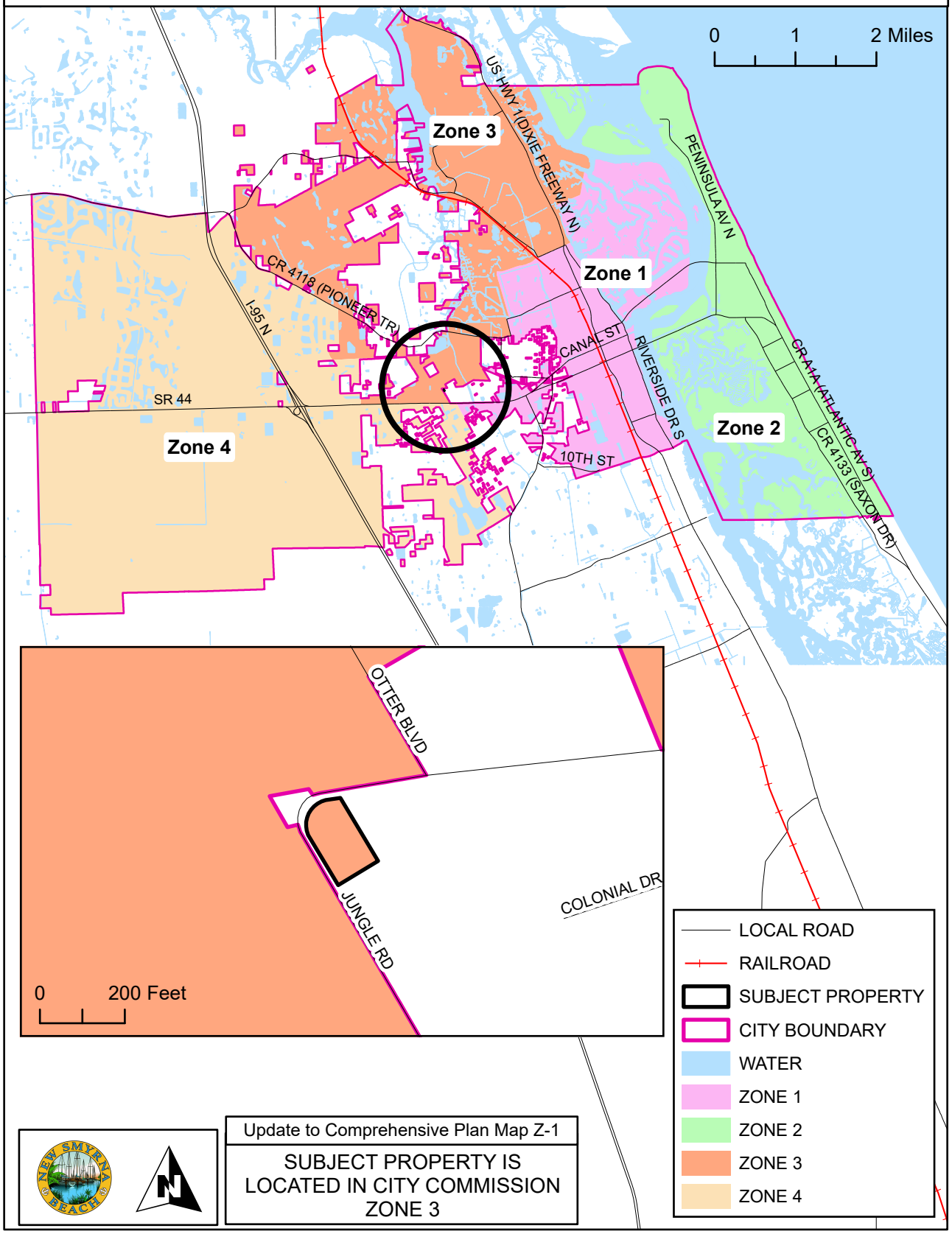


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

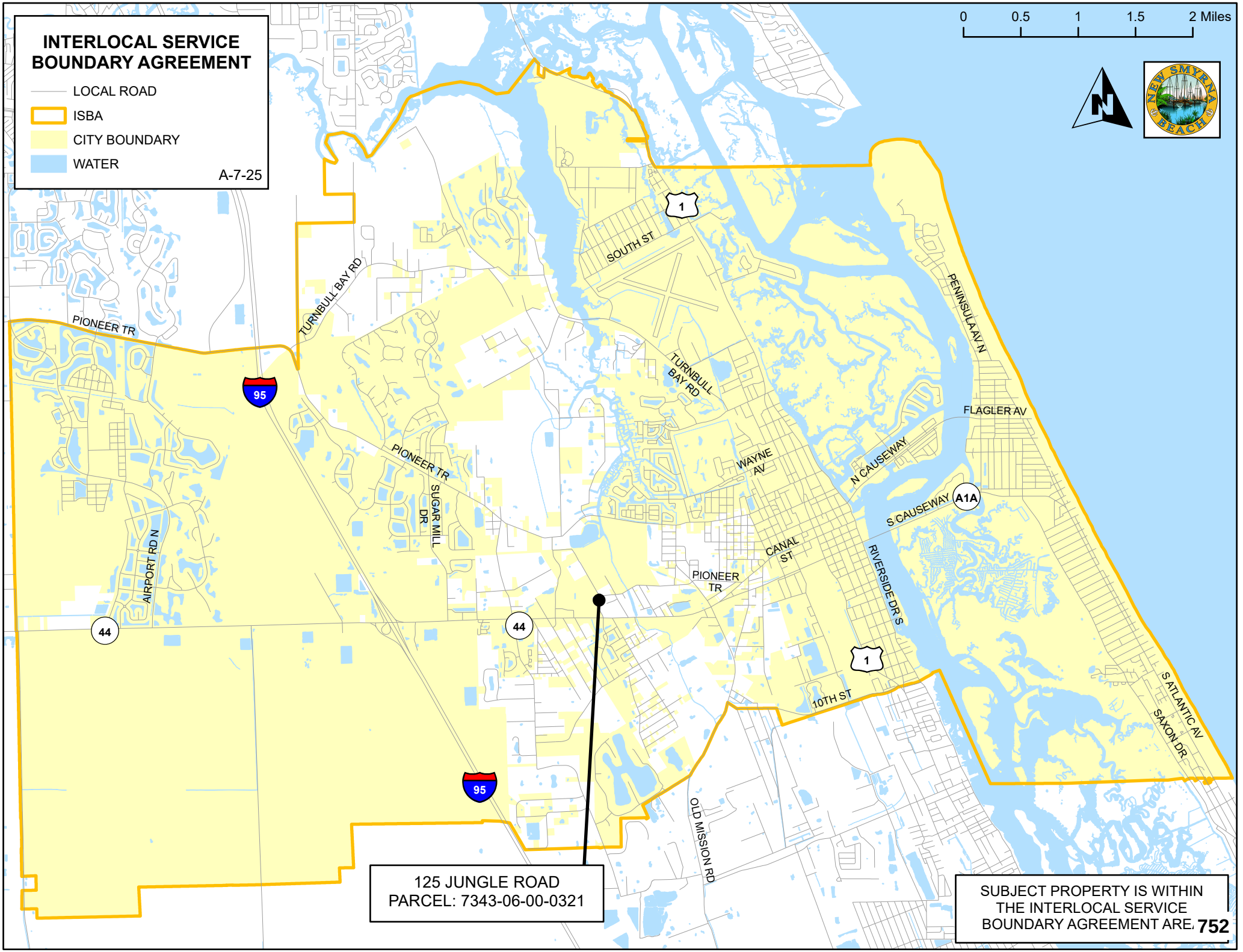
COMMISSION ZONES

A-7-25



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-7-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
125 JUNGLE ROAD
PARCEL: 7343-06-00-0321
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
752

LEGAL DESCRIPTION

Address:
125 Jungle Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0321

AltKey Number:
3730925

Metes and Bounds by Professional Title Agency

THE EASTERLY ½ OF LOT 32, SOUTH OF JUNGLE ROAD, A 50-FOOT RIGHT OF WAY AS NOW LAID OUT, EXCEPT THE SOUTHERLY 267 FEET AND EXCEPT THE EASDTERLY 220 FEET, SUBDIVISION OF THE NAPIER GRANT AND THE NORTH PART OF THE HULL GRANT IN SECTION 43 AND 44, TOWNSHIP 17 SOUTH, RANGE 33 AND 34 EAST, AS SHOWN ON MAP RECORDED IN MAP BOOK 2, PAGE 42, ABD DEED BOOK M, PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: NS932506003

APN/Parcel ID(s): 734306000321

WARRANTY DEED

THIS WARRANTY DEED dated July 16, 2025, by Hope Susan Pawlak, a single women, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009, hereinafter called the grantor, to Roy Burlew Parsons, an unmarried man and Ingrid Reilly, a married woman, as joint tenants with full rights of survivorship, whose post office address is 300 Low Tide Lane, Daytona Beach, FL 32124, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Easterly 1/2 of Lot 32, South of Jungle Road, a 50 foot right of way as now laid out, Except the Southerly 267 feet and except the Easterly 220 feet, Subdivision of the Napier Grant and the North part of the Hull Grant in Section 43 and 44, Township 17 South, Range 33 and 34 East, as shown on map recorded in Map Book 2, Page 42, and Deed Book M, Page 688, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

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 December 31, 2024.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street
New Smyrna Beach, FL 32168

Marcia E. Barnett
Witness Signature

Marcia E. Barnett
Print Name

Address: 124 Flamingo Rd.
Edgewater FL
32141

Hope Susan Pawlak, a single woman, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009

BY: Hope Susan Pawlak, JND surviving Trustee
Hope Susan Pawlak, a single woman
Individually and as Surviving Trustee

Address: 2232 Queen Palm Drive
Edgewater, FL 32141

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 16th day of July, 2025, by Hope Susan Pawlak, a single woman, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009, to me known to be the person(s) described in or who has/have produced Driver's License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Notary Public - State of Florida
Commission # HH 221861
My Comm. Expires Mar 21, 2026
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 67-25 Small Scale 125 Jungle Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 67-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.45± ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF JUNGLE ROAD BETWEEN OTTER BOULEVARD AND STATE ROAD 44, ADDRESSED AS 125 JUNGLE ROAD, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *MEDIUM DENSITY RESIDENTIAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Roy B. Parsons and Ingrid Reilly, 300 Low Tide Lane, Daytona Beach, Florida 32124, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 0.45± acres of property located on the south side of Jungle Road between Otter Boulevard and State Road 44, addressed as 125 Jungle Road, from Volusia County *Urban Medium Intensity* to City *Medium Density Residential*; to amend City Neighborhood Map II-1 to show the subject property is located within the S.R. 44 Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant* to City *Vacant* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the west; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway 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 D 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 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 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

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 September 8, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Medium Density Residential* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Medium Intensity* to City *Medium Density Residential.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within S.R. 44 Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant* to City *Vacant.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the 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 west.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the 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 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 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 October 28, 2025, at 6:30 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: 9/26/2025

EXHIBIT "A"

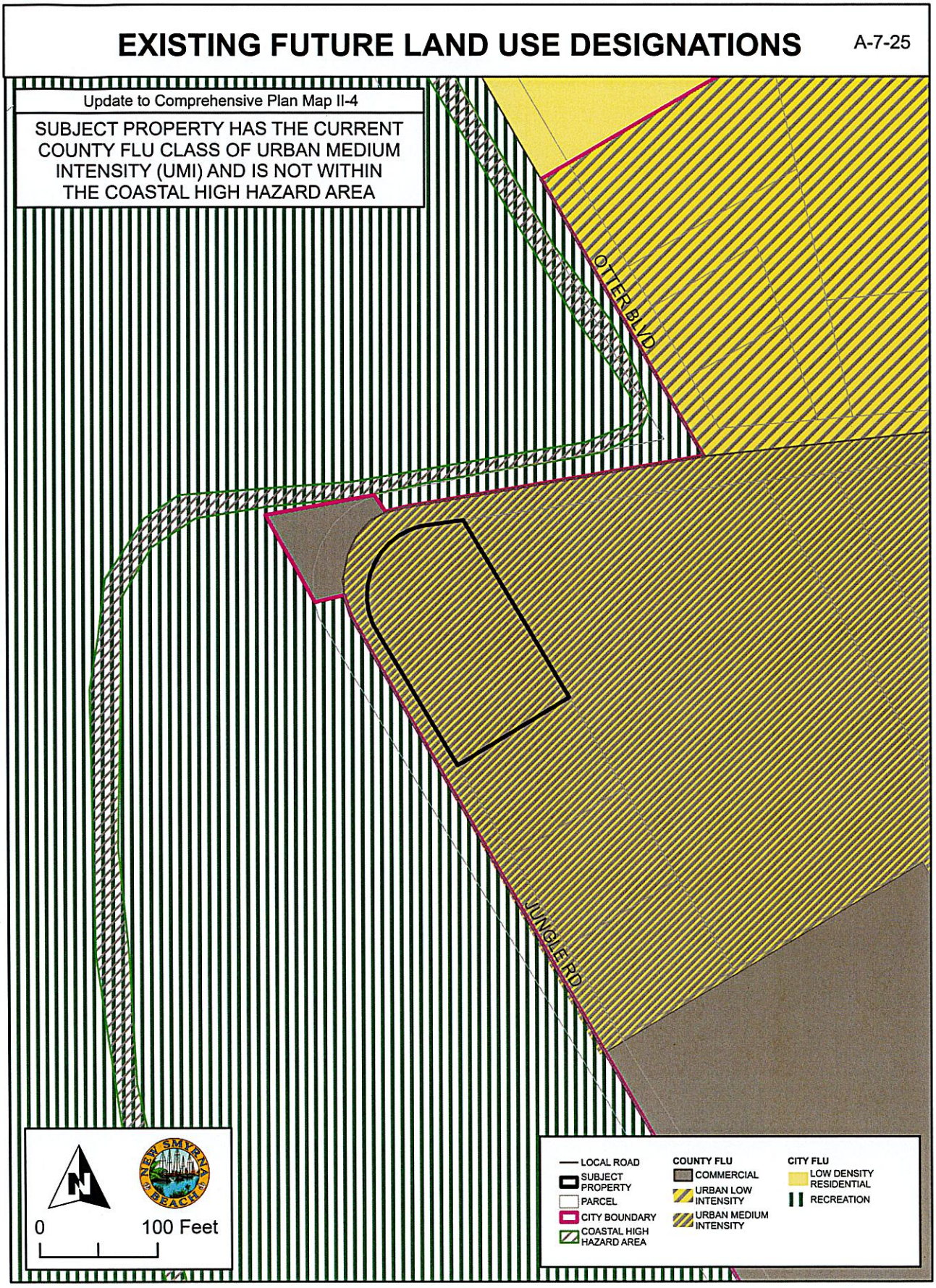

EXISTING FUTURE LAND USE DESIGNATIONS
A-7-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN MEDIUM INTENSITY (UMI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
OTTER BLVD
JUNGLE RD
0
100 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
COUNTY FLU
COMMERCIAL
URBAN LOW INTENSITY
URBAN MEDIUM INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL
RECREATION

EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-7-25

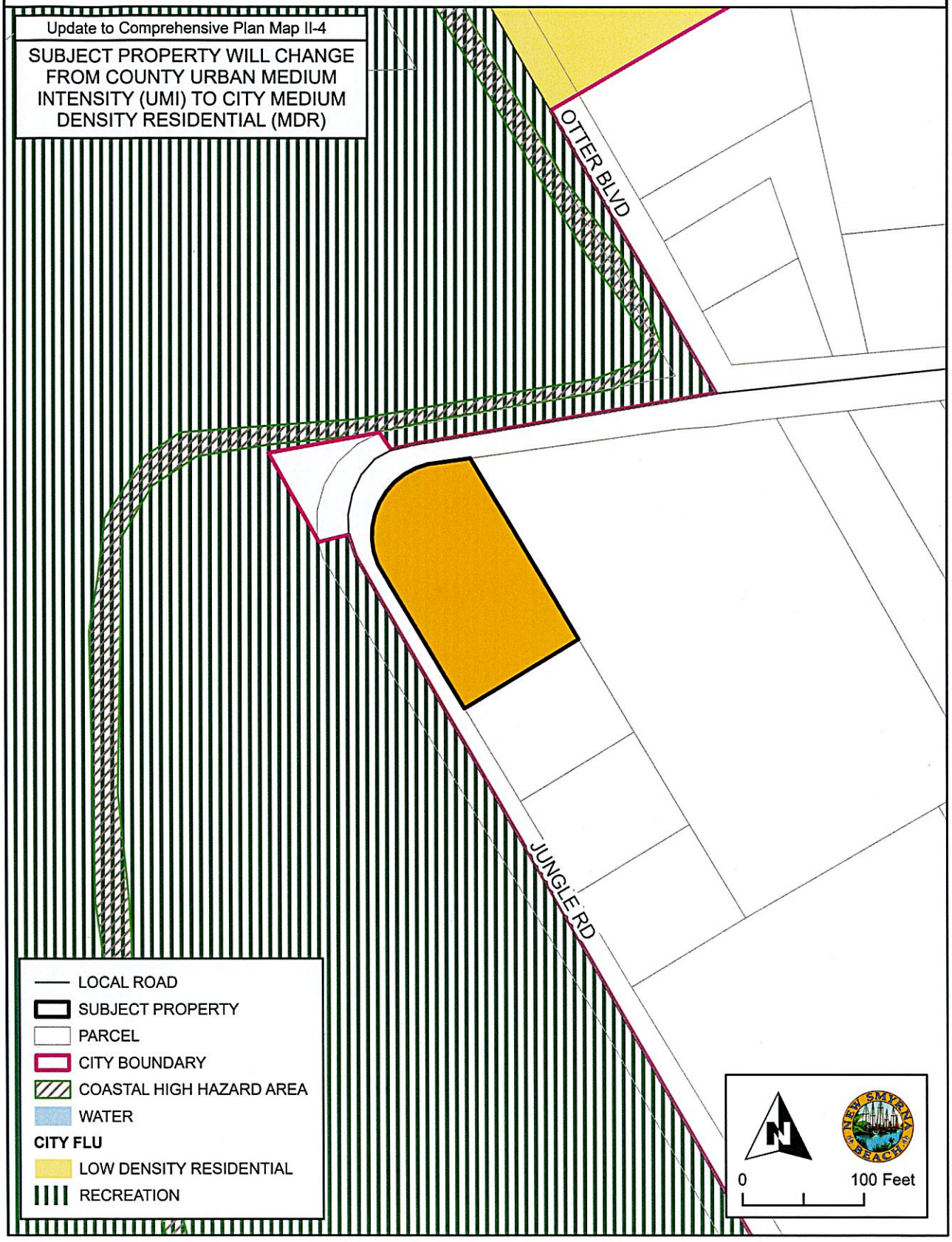


EXHIBIT "B"

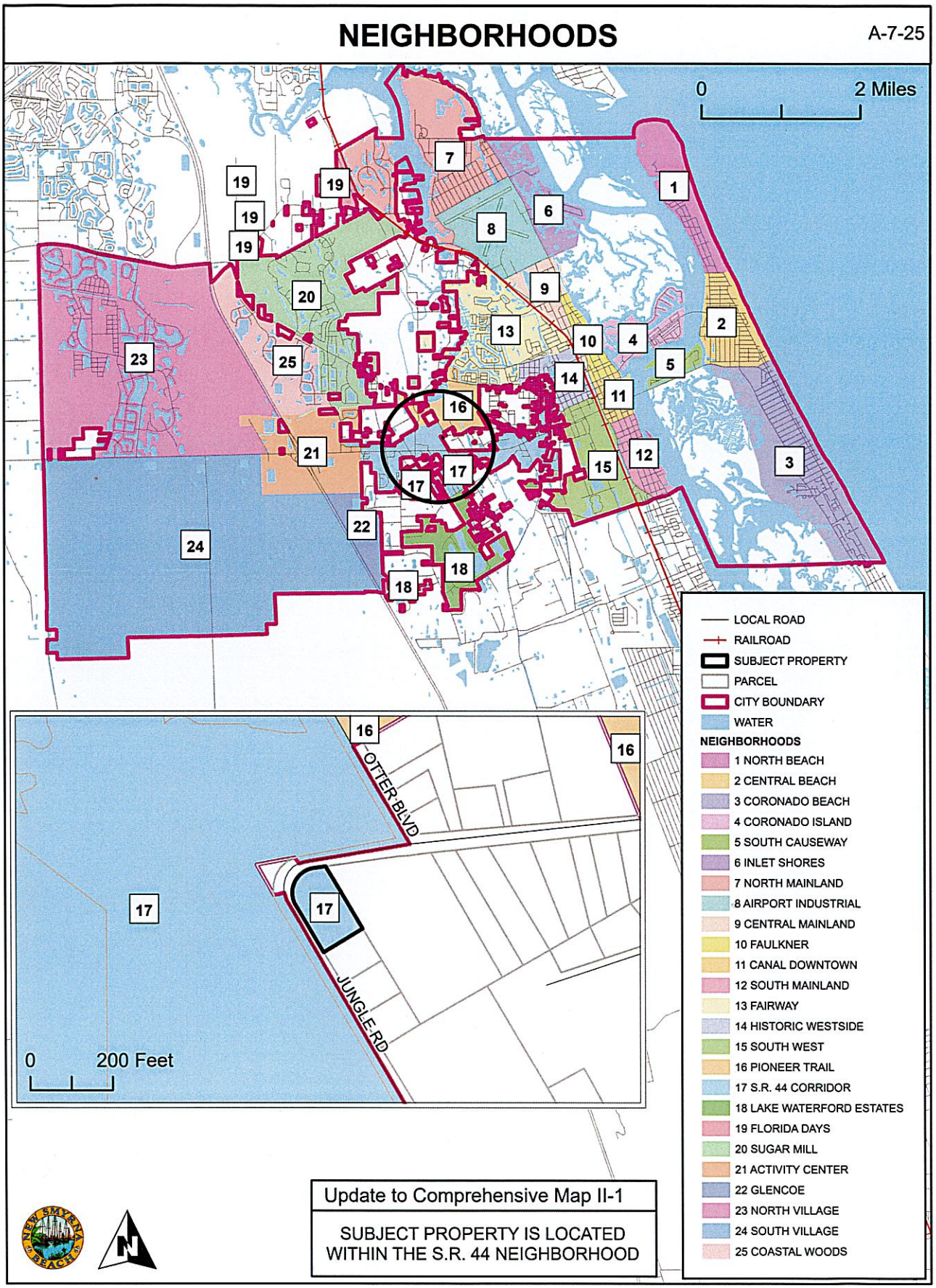

NEIGHBORHOODS
A-7-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
OTTER BLVD
JUNGLE RD
0
200 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 NEIGHBORHOOD

EXHIBIT "C"

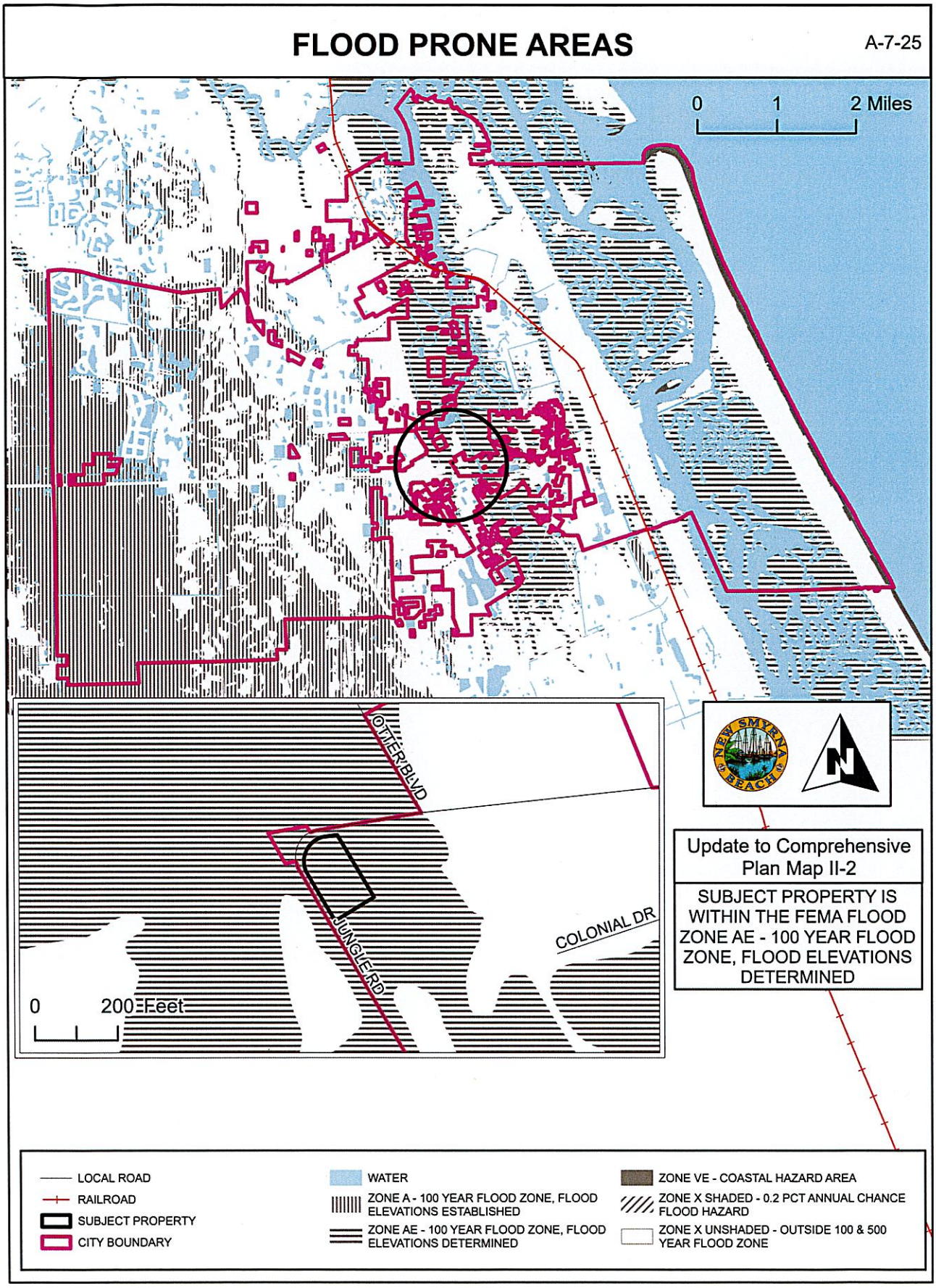
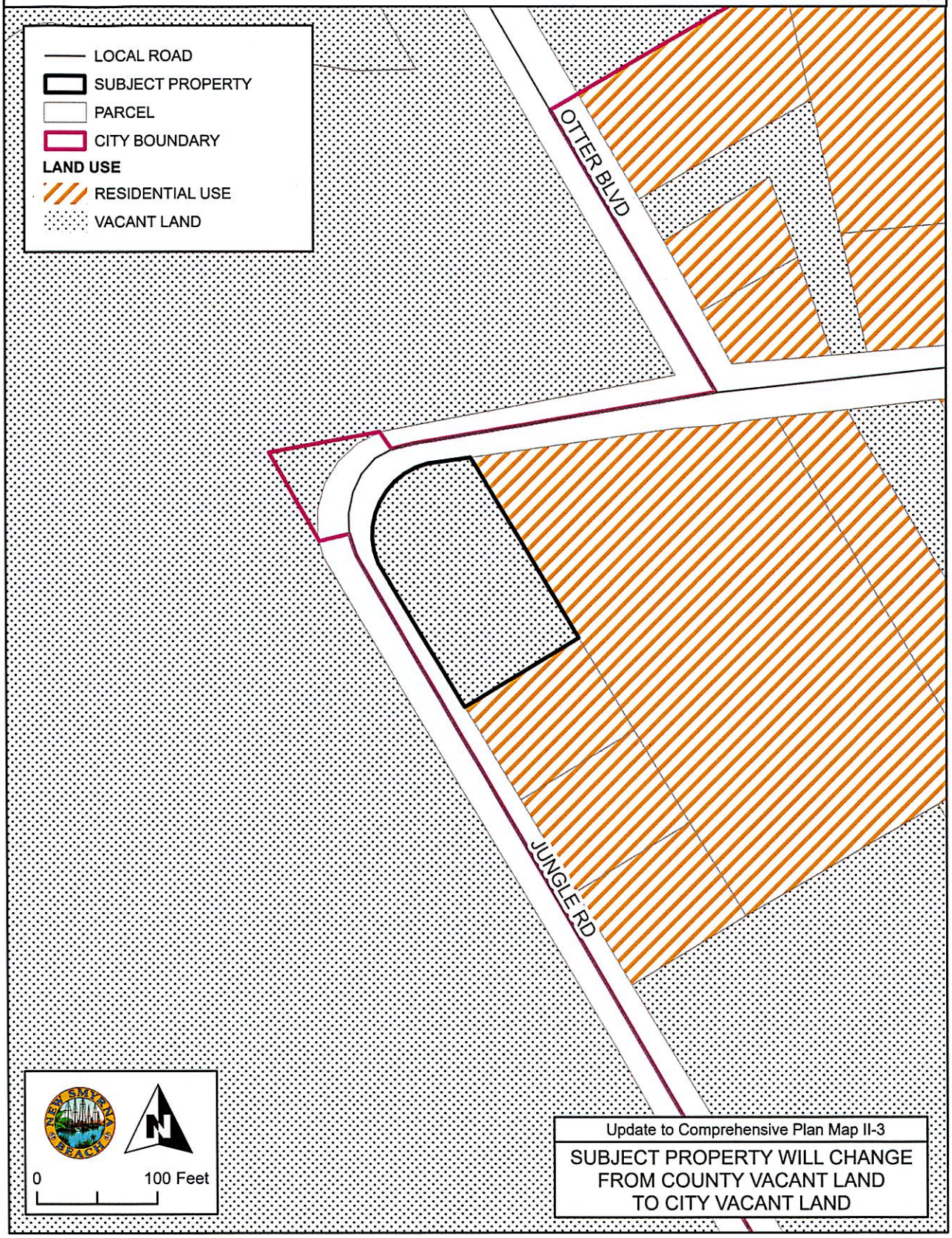

FLOOD PRONE AREAS
A-7-25
0 1 2 Miles
OTTER BLVD
JUNGLE RD
COLONIAL DR
0 200 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD 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"

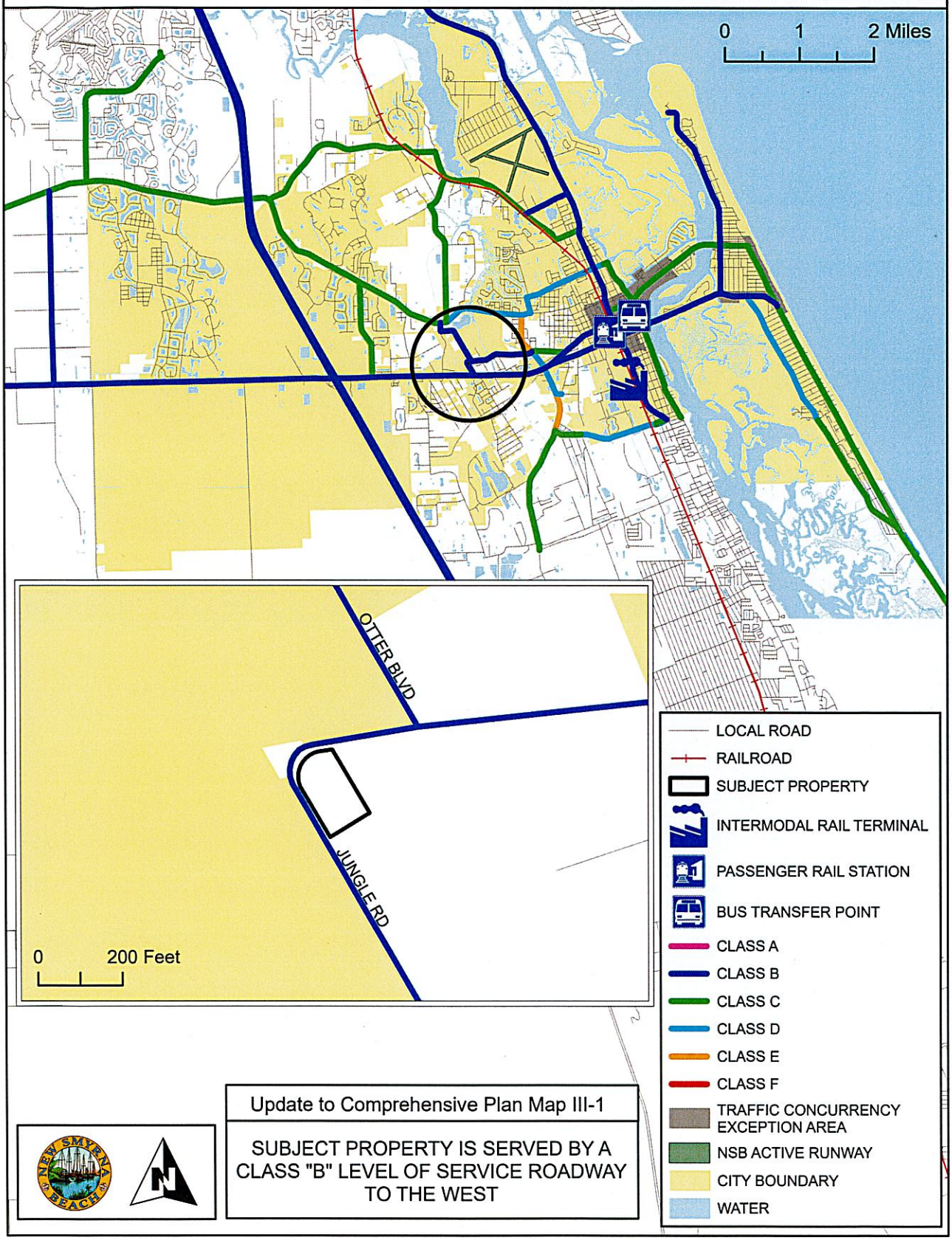
EXISTING LAND USE DESIGNATIONS

A-7-25



EXISTING LEVEL OF SERVICE - 2009

A-7-25



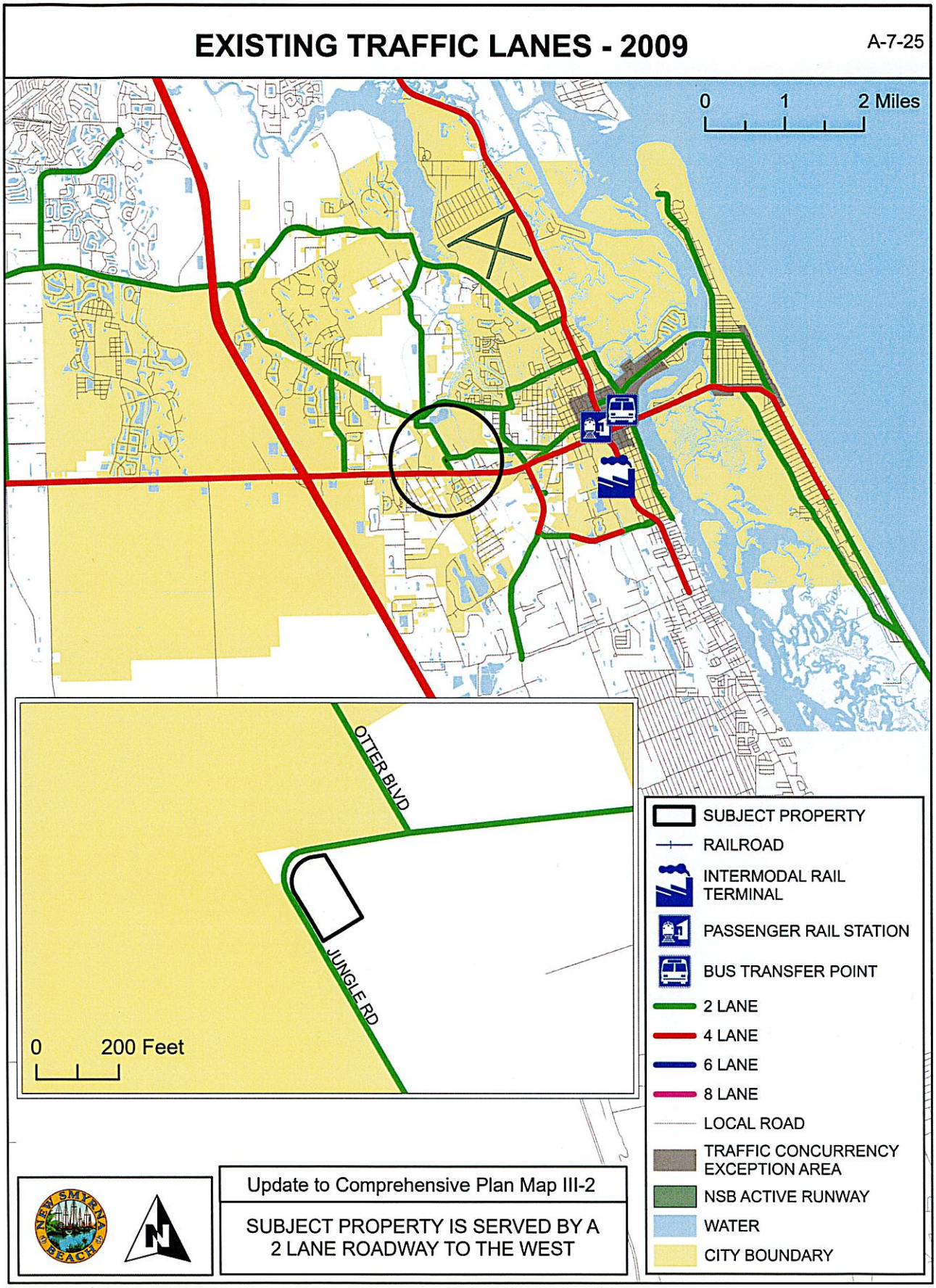
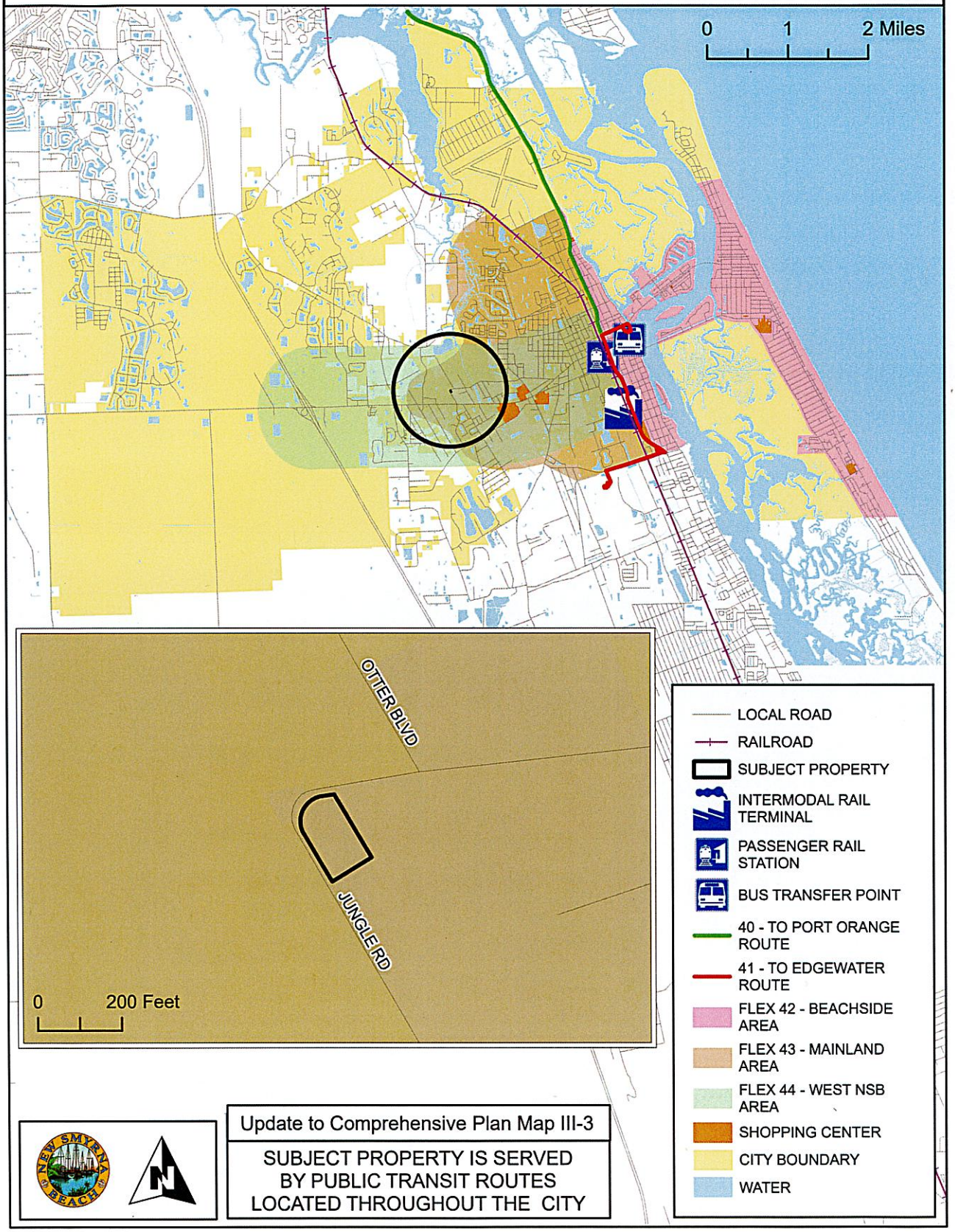

EXISTING TRAFFIC LANES - 2009
A-7-25
0 1 2 Miles
OTTER BLVD
JUNGLE RD
0 200 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE WEST

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-7-25



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

BICYCLE AND PEDESTRIAN FACILITIES

A-7-25

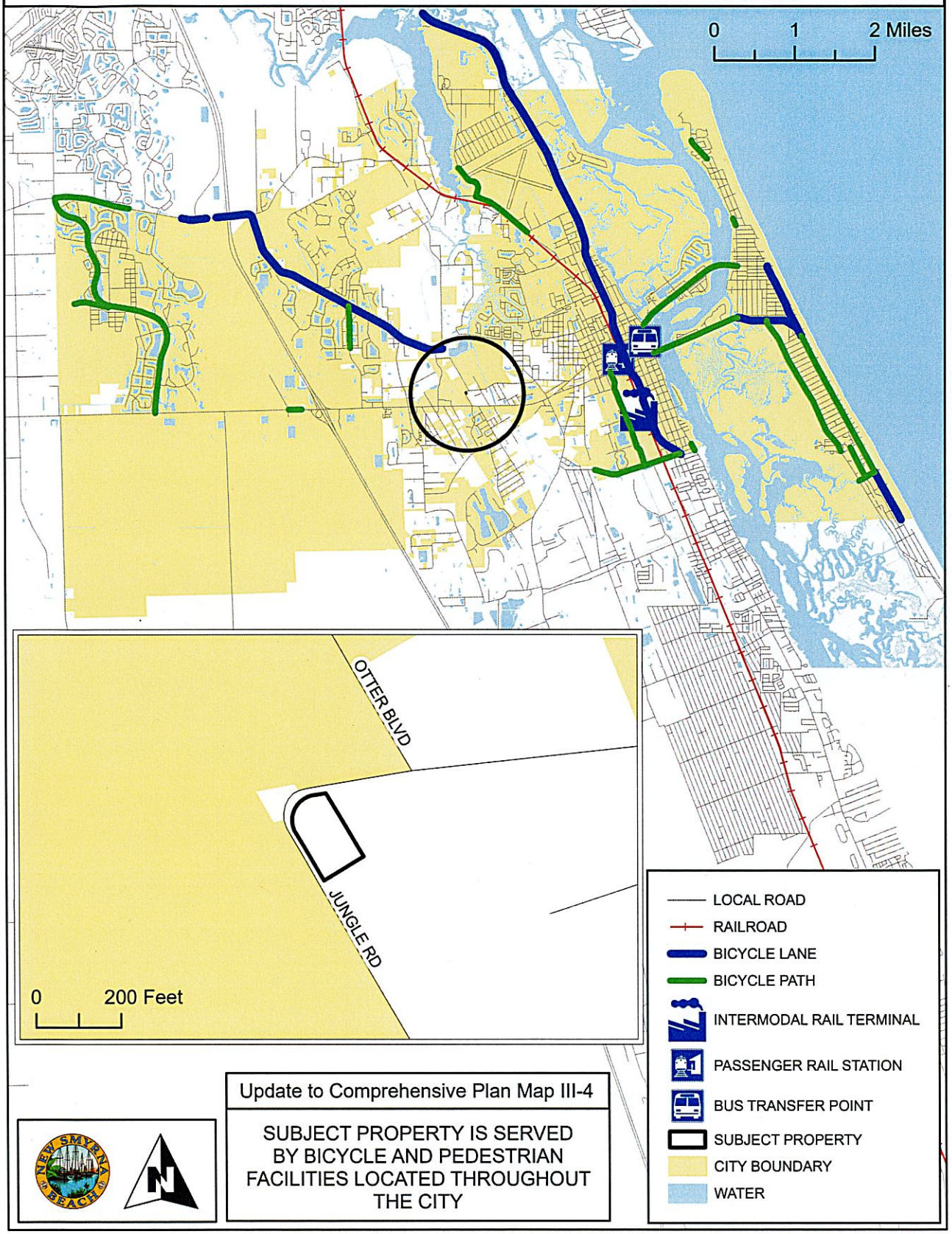
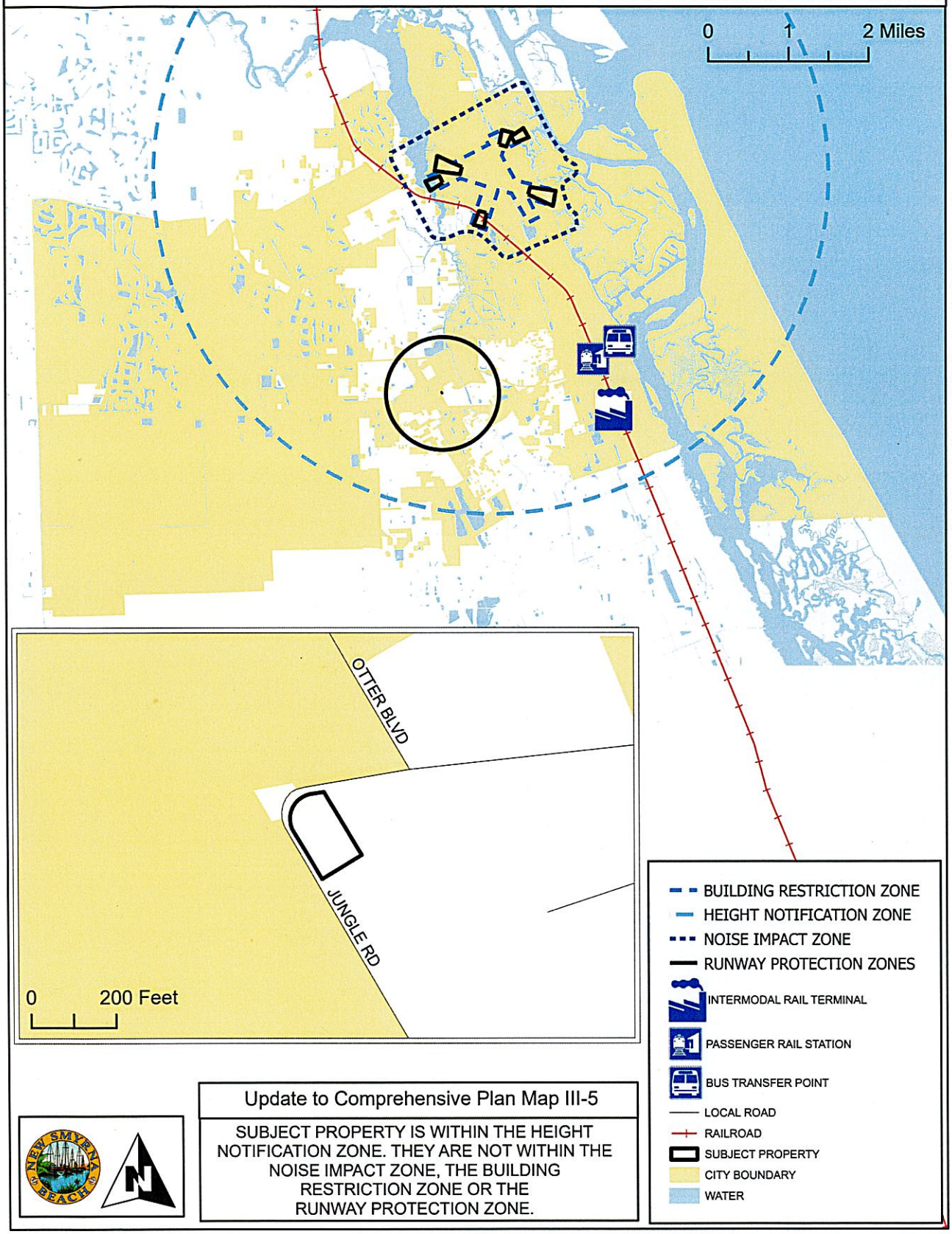


EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

A-7-25

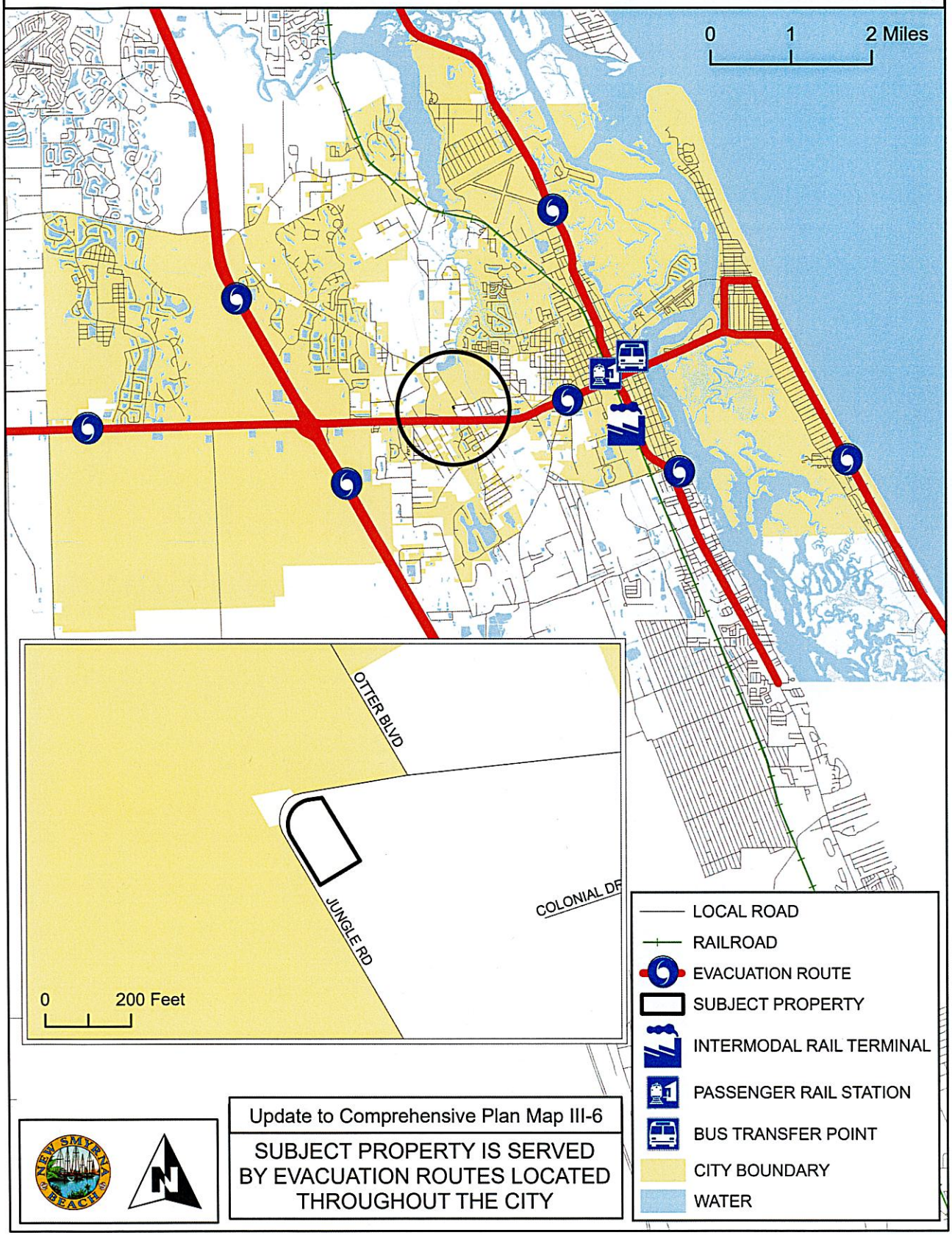


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

A-7-25



Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

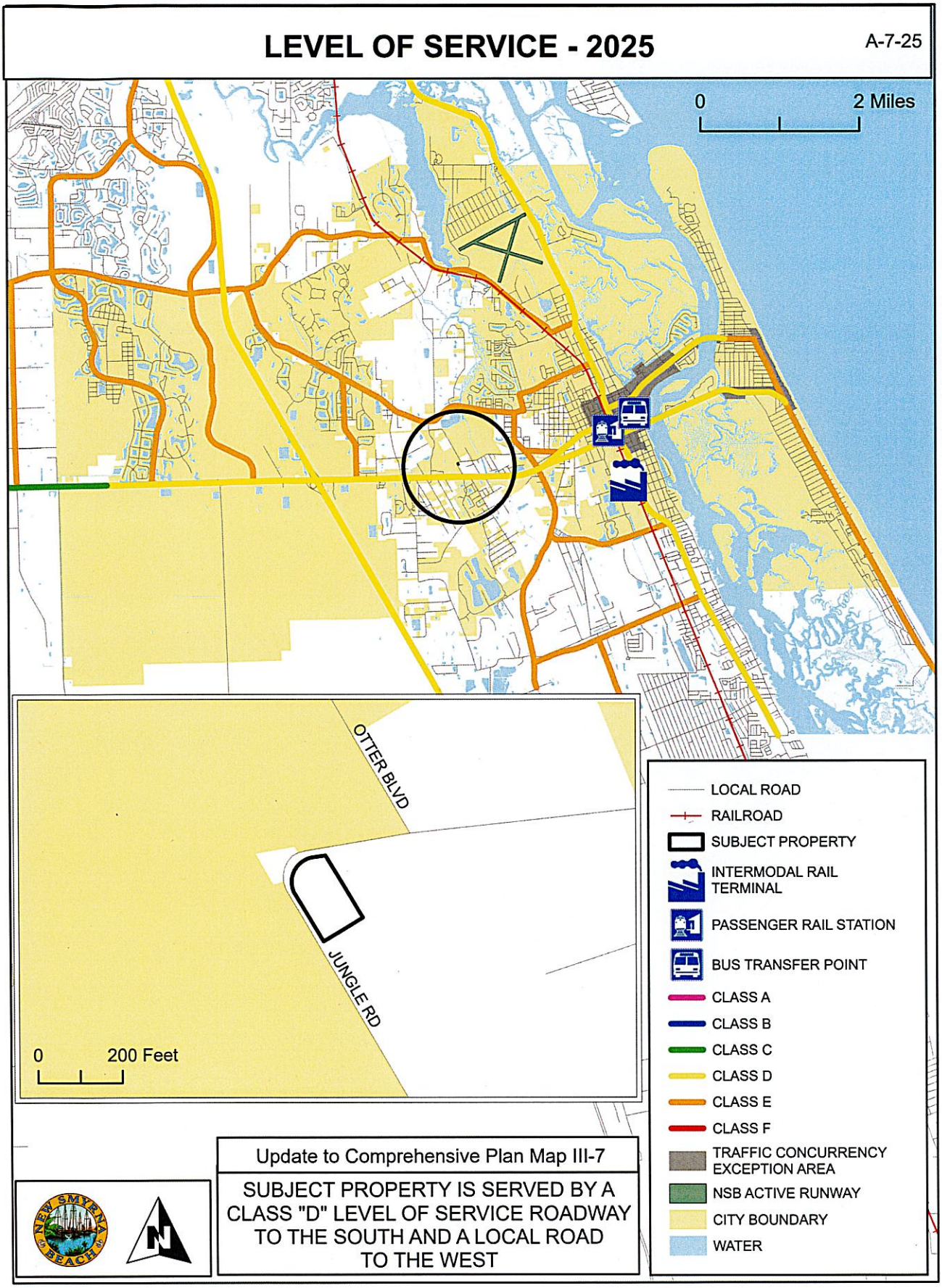
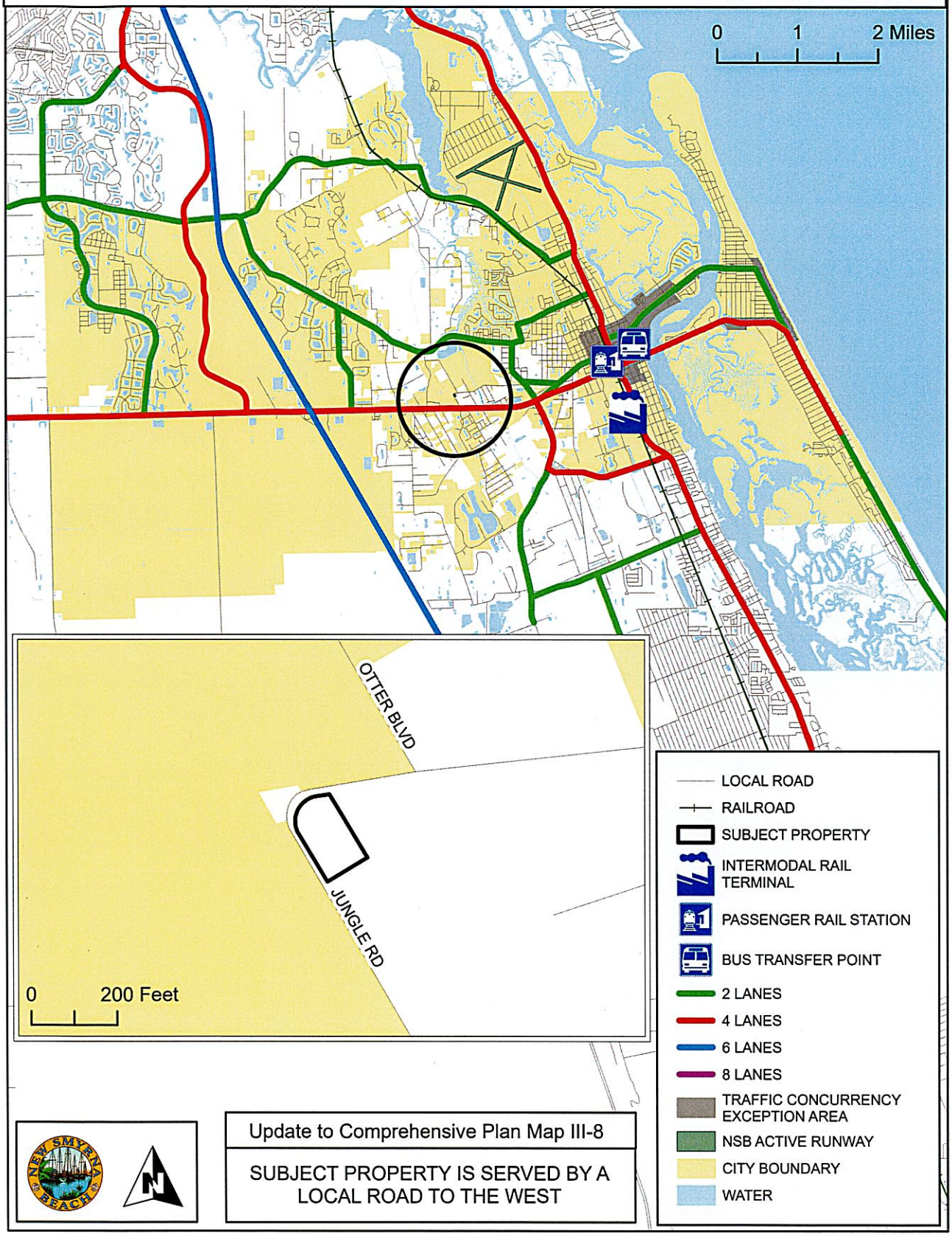

LEVEL OF SERVICE - 2025
A-7-25
0
2 Miles
A
OTTER BLVD
JUNGLE RD
0
200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "L"

NUMBER OF TRAFFIC LANES - 2025

A-7-25



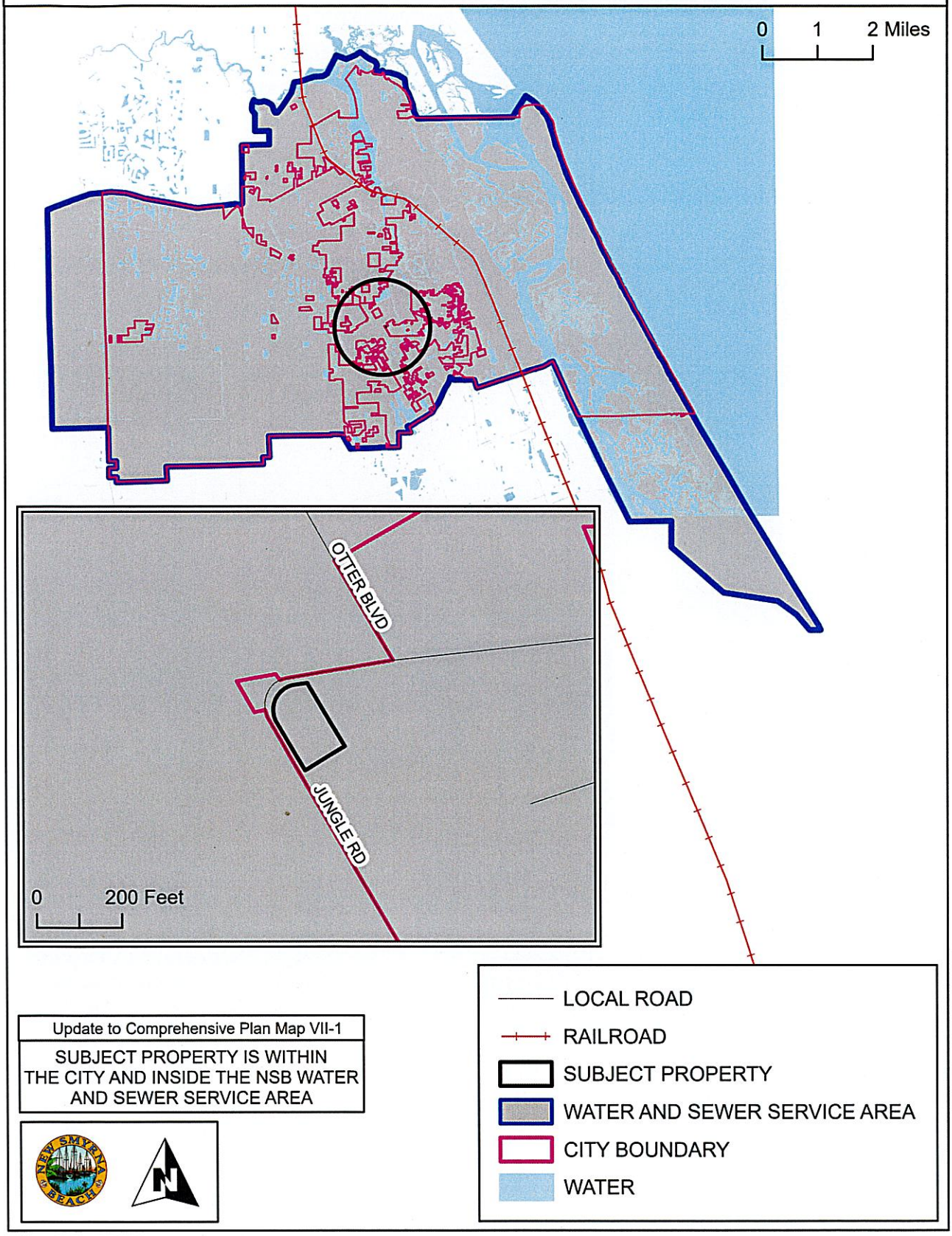
Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A LOCAL ROAD TO THE WEST

EXHIBIT "M"

WATER AND SEWER SERVICE AREA

A-7-25



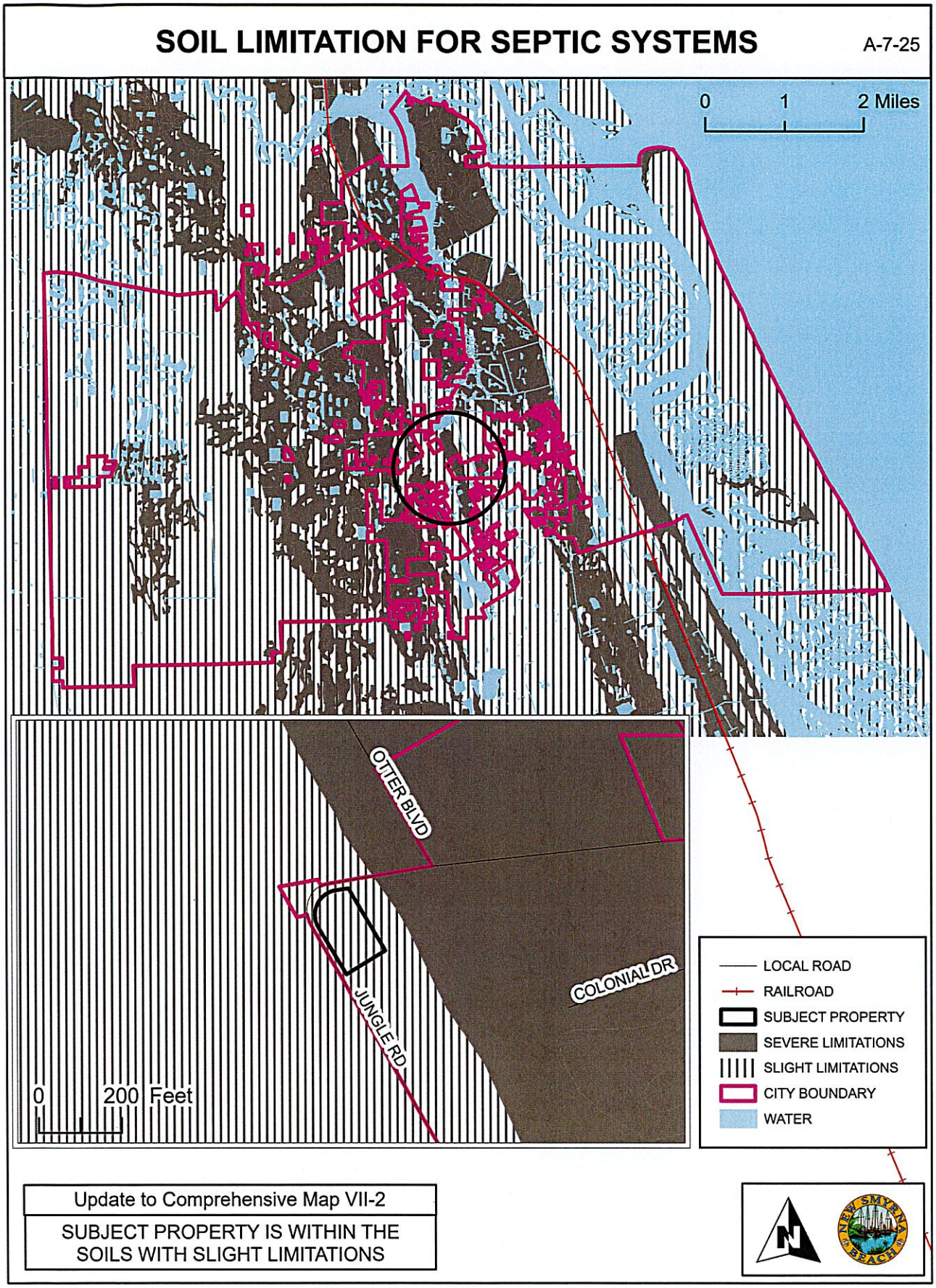

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-7-25
0 1 2 Miles
OTTER BLVD
COLONIAL DR
JUNGLE RD
0 200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
NEW SMYRNA BEACH

EXHIBIT "O"

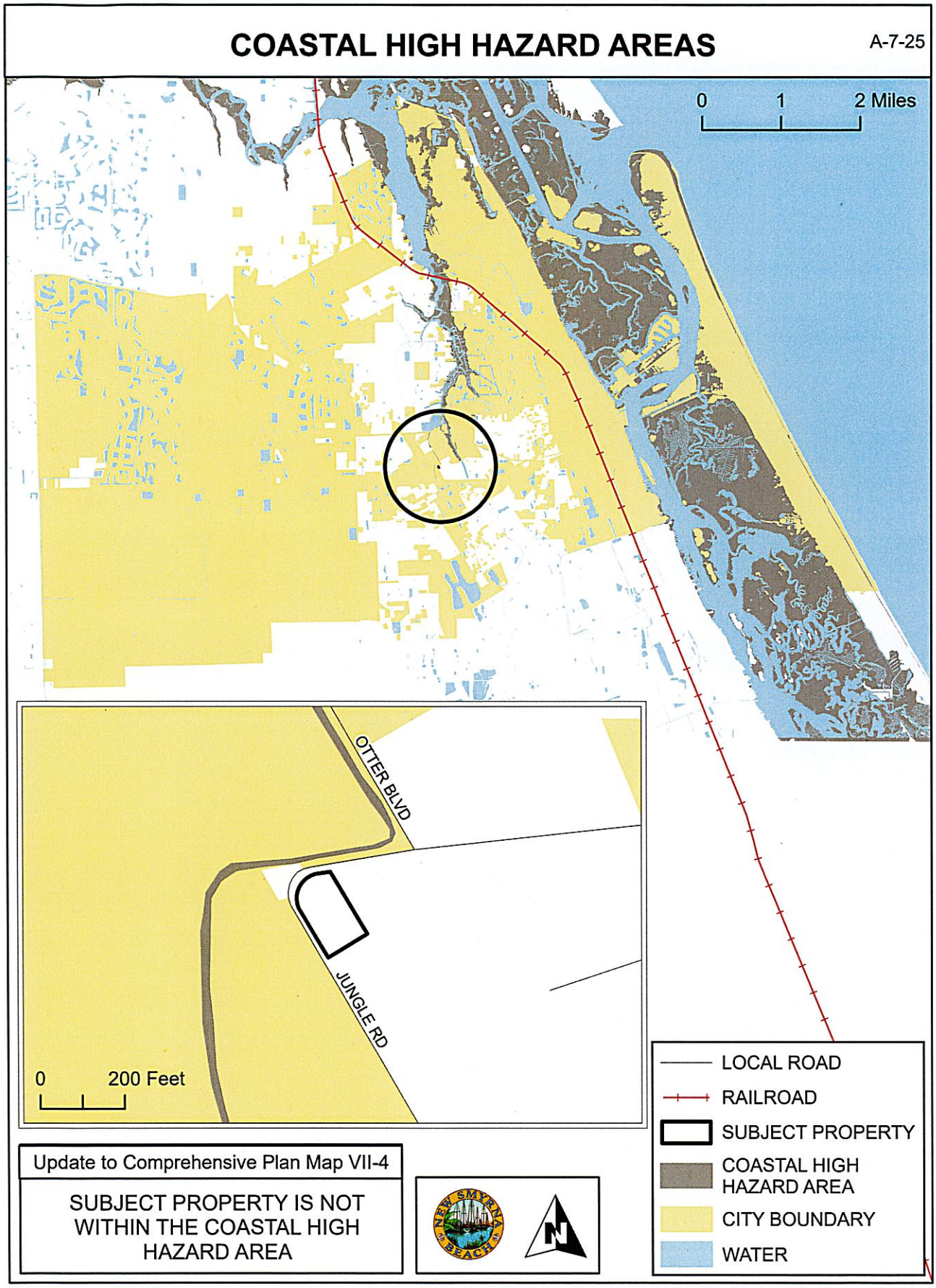

COASTAL HIGH HAZARD AREAS
A-7-25
0 1 2 Miles
OTTER BLVD
JUNGLE RD
0 200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"

BOAT SLIP SITING

A-7-25

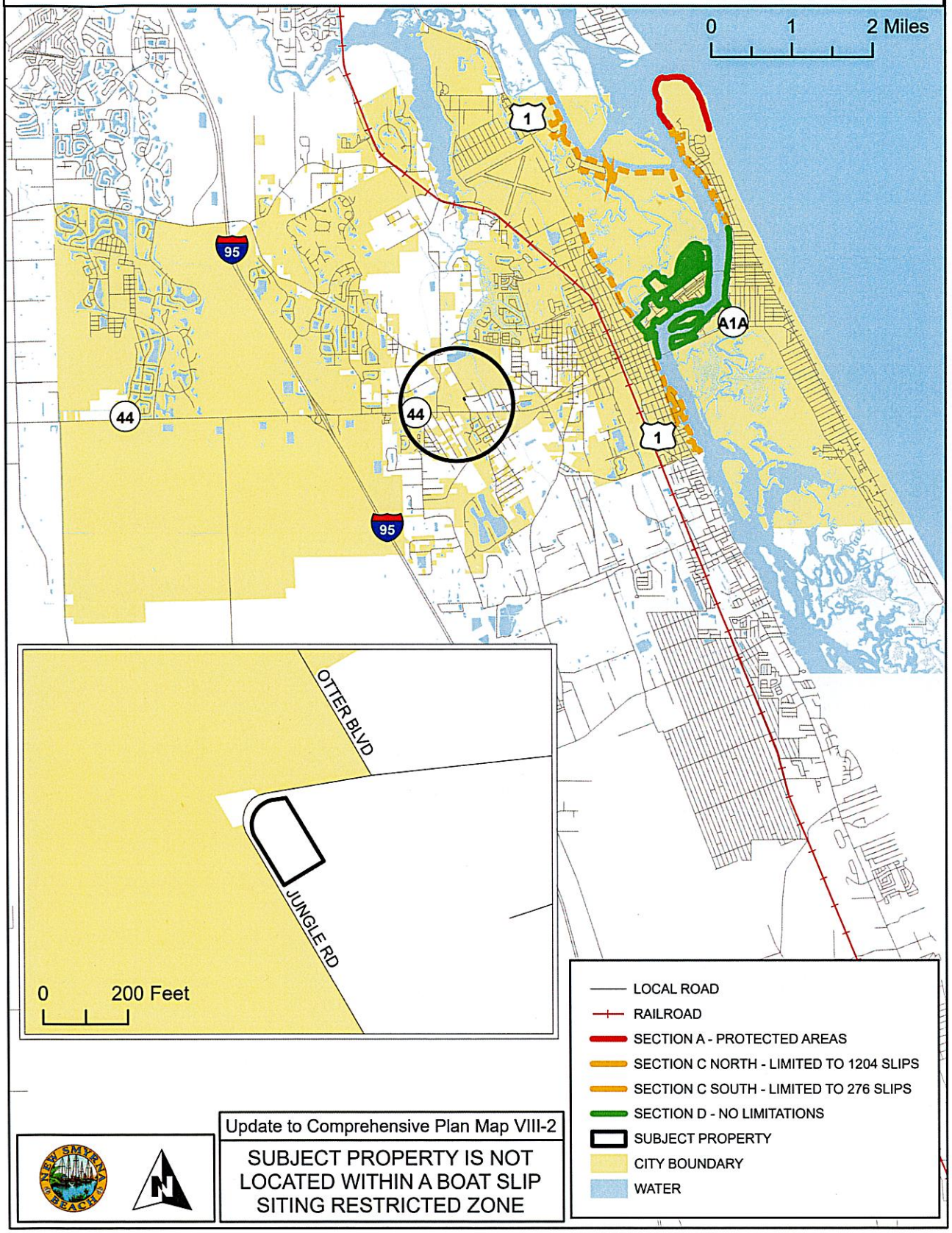
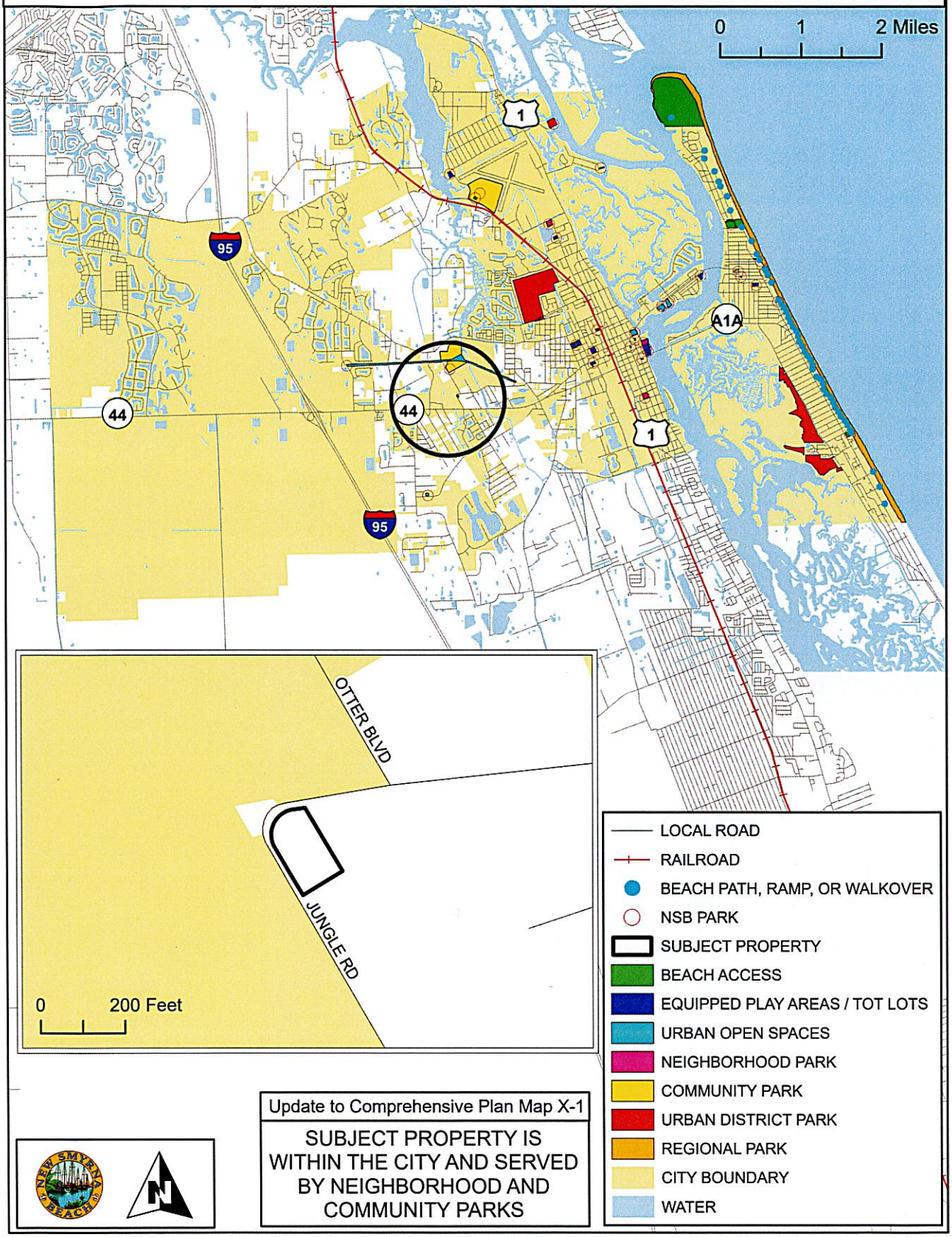


EXHIBIT "Q"

CITY PARKS

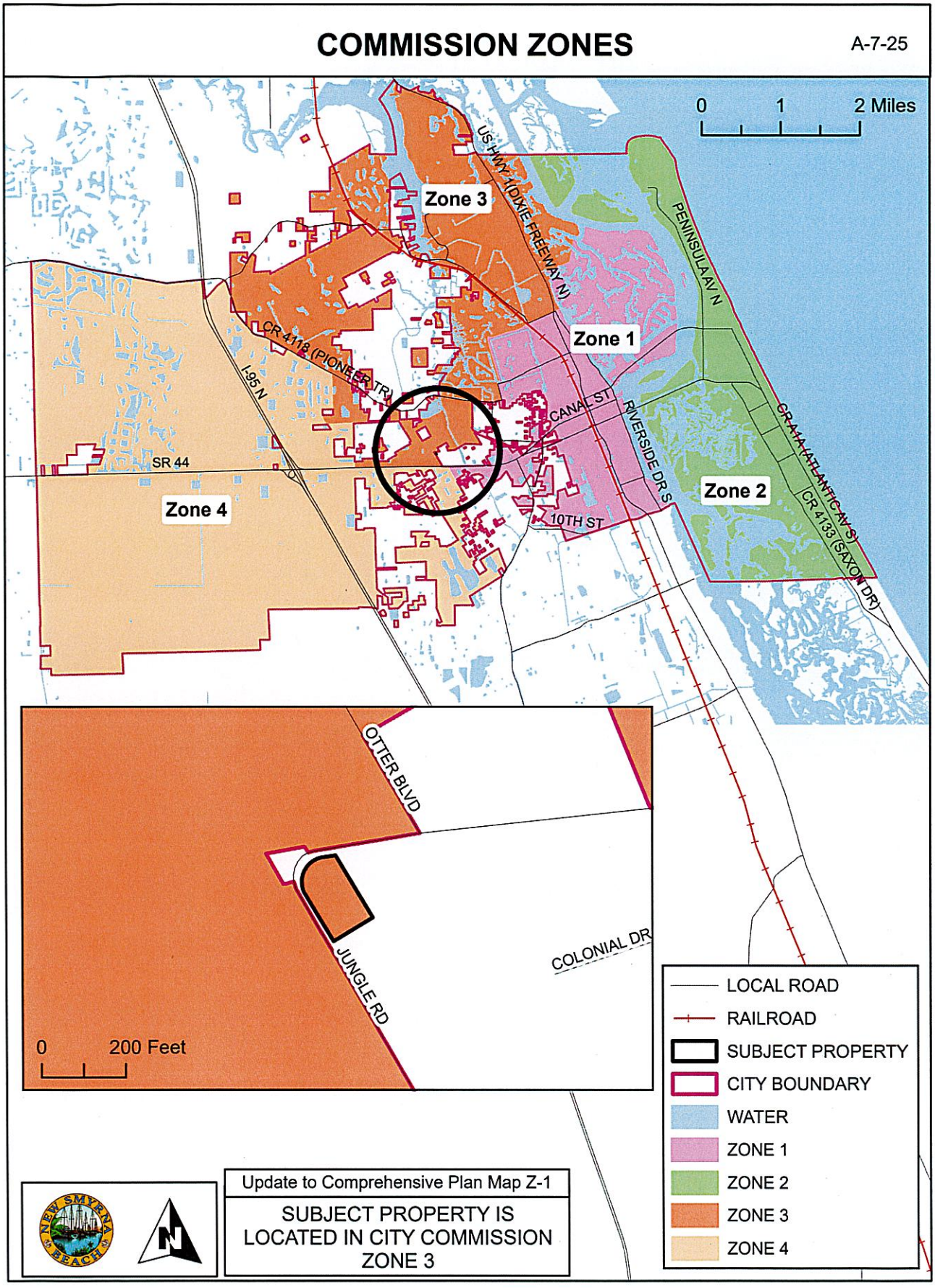
A-7-25



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-7-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A (ATLANTIC AV S)
CR 4133 (SAXON DR)
OTTER BLVD
JUNGLE RD
COLONIAL DR
0 200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 68-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 0.45 ± ACRES OF LAND LOCATED AT 125 JUNGLE ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 28, 2025

Background:

Applicant: Roy B. Parsons, 300 Low Tide Lane, Daytona Beach, Florida 32124.

Property Owners: Roy B. Parsons and Ingrid Reilly, 300 Low Tide Lane, Daytona Beach, Florida 32124.

Request: Rezoning:

- **From:** Volusia County zoning designation of R-4, Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 0.45 ± acres
- **Location:** South and east side of Jungle Road between Otter Boulevard and State Road 44.

Tax I.D. Number: 7343-06-00-0321

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2,

2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 125 Jungle Road is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The 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. As discussed above, the existing County zoning designation is R-4, Urban Single Family Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City R-2, Single Family Residential zoning designation, and a map of the proposed changes are similarly attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 125 Jungle Road is undeveloped with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the requested rezoning to City R-2, Single Family Residential with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Based on the Planning and Zoning Boards recommendation, the Planning Department recommends the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:

N/A

Strategic Plan Item:

Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-4 Zoning.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City R-2 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 68-25 125 Jungle Rd.pdf
Ord 68-25 Rezoning 125 Jungle Rd.pdf

A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 LOCATION MAP

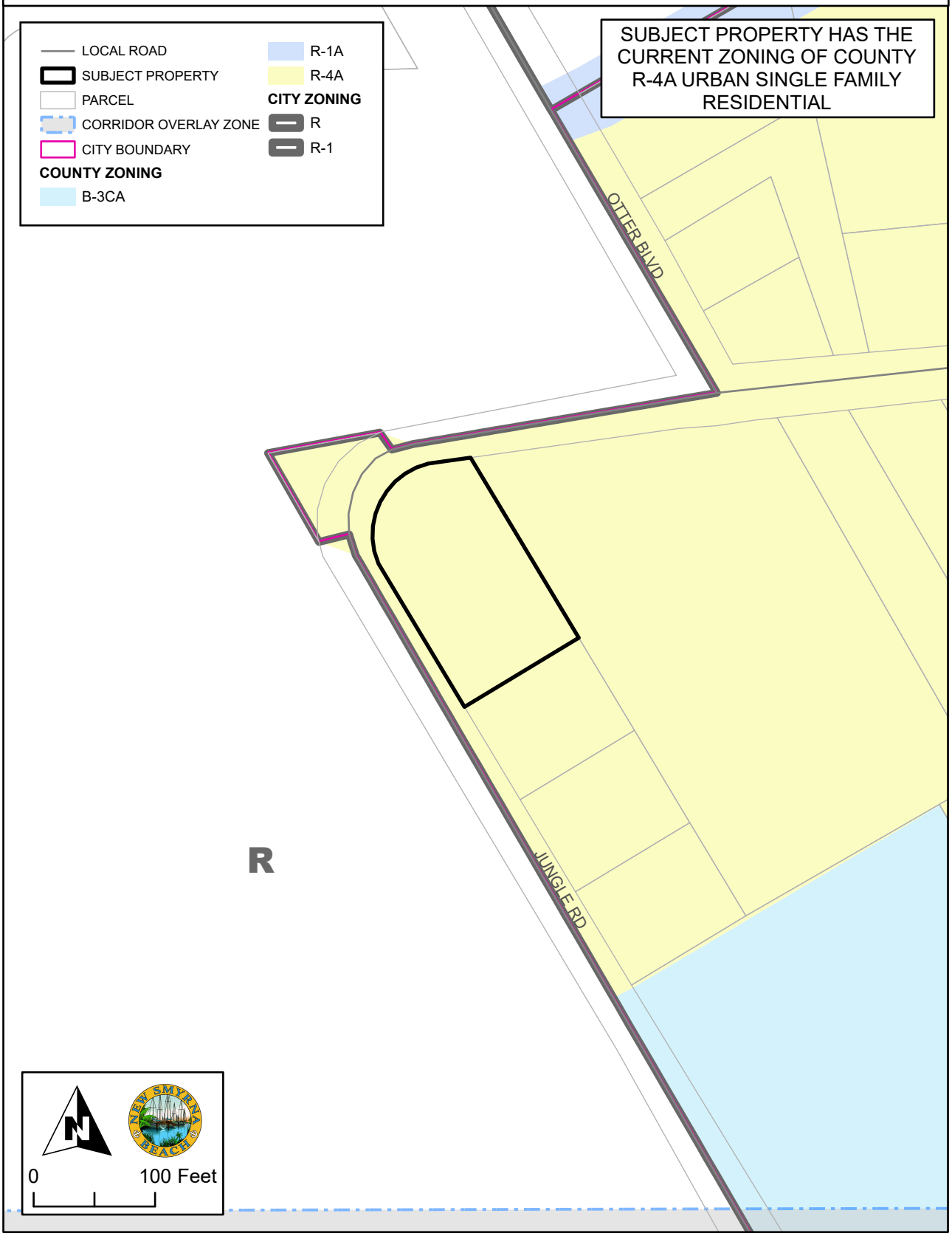


A-7-25: 125 JUNGLE ROAD
PARCEL: 7343-06-00-0321 AERIAL MAP



EXISTING ZONING

A-7-25



R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.
Exempt landfills (refer to subsection 72-293(16)).
Fire stations.
Home occupations, class A (refer to section 72-283).
Houses of worship.
Parks and recreational areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).
Cemeteries (refer to subsection 72-293(4)).
Communication towers exceeding 70 feet in height above ground level.
Day care centers (refer to subsection 72-293(6)).
Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Off-street parking areas (refer to subsection 72-293(14)).
Public uses not listed as a permitted principal use.
Public utility uses and structures (refer to subsection 72-293(1)).
Recreational areas (refer to subsection 72-293(3)).
Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:
Minimum lot size:
Area: 7,500 square feet.
Width: 75 feet.

Minimum yard size:
Front yard: 25 feet.
Rear yard: 20 feet.
Side yard: 20 feet combined, minimum of eight feet on any one side.
Waterfront yard: 25 feet.

Maximum building height: 35 feet.

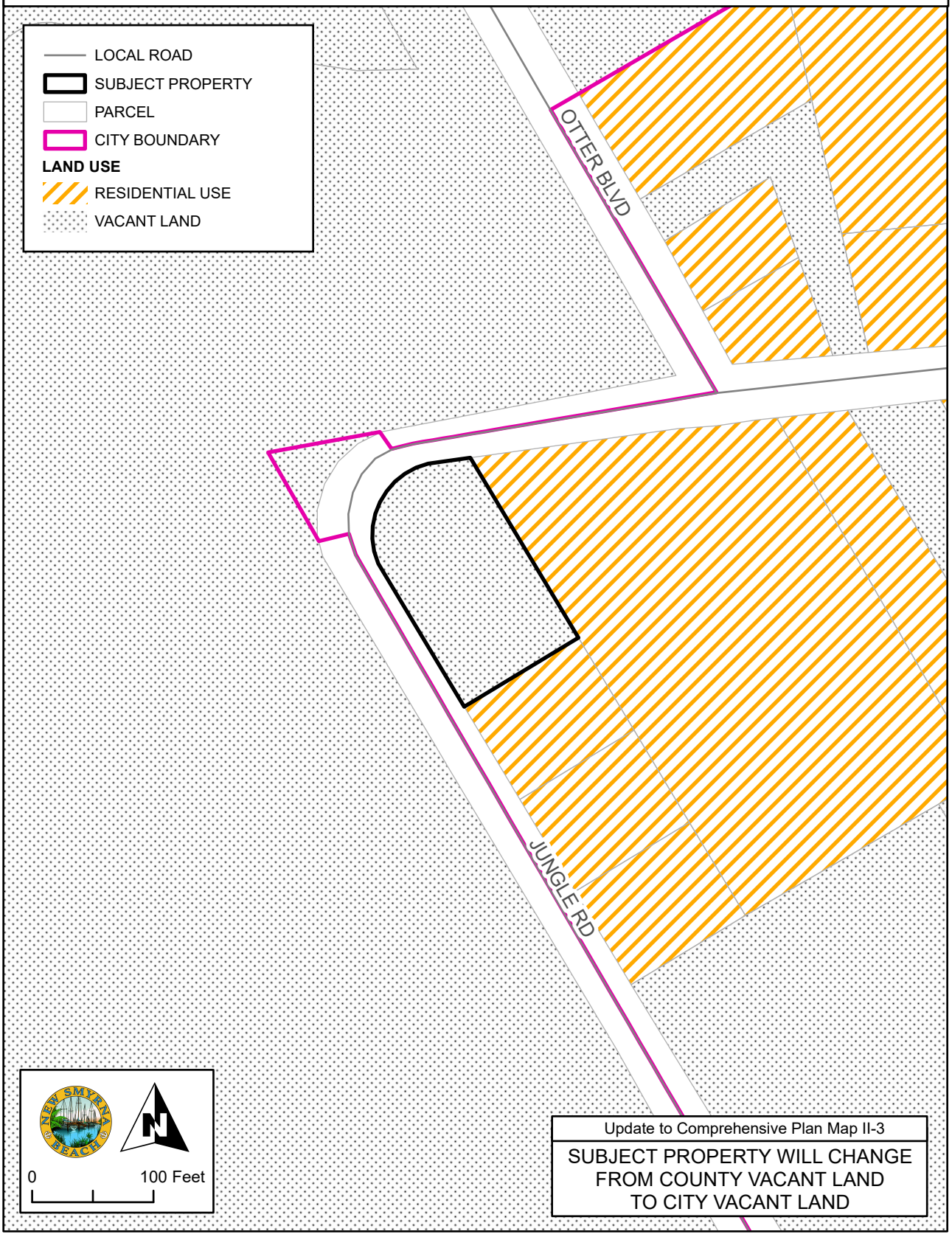
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-7-25



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

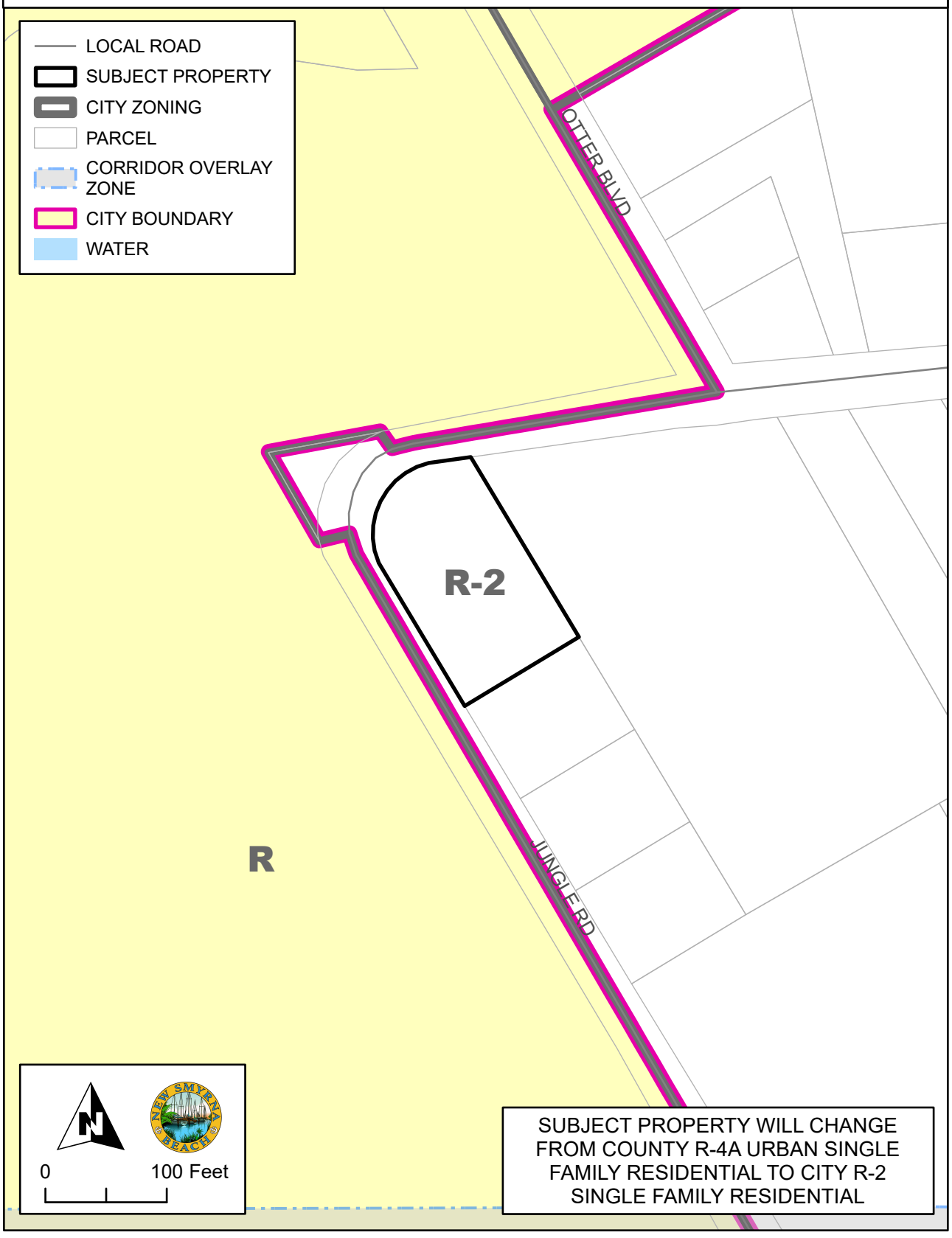
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

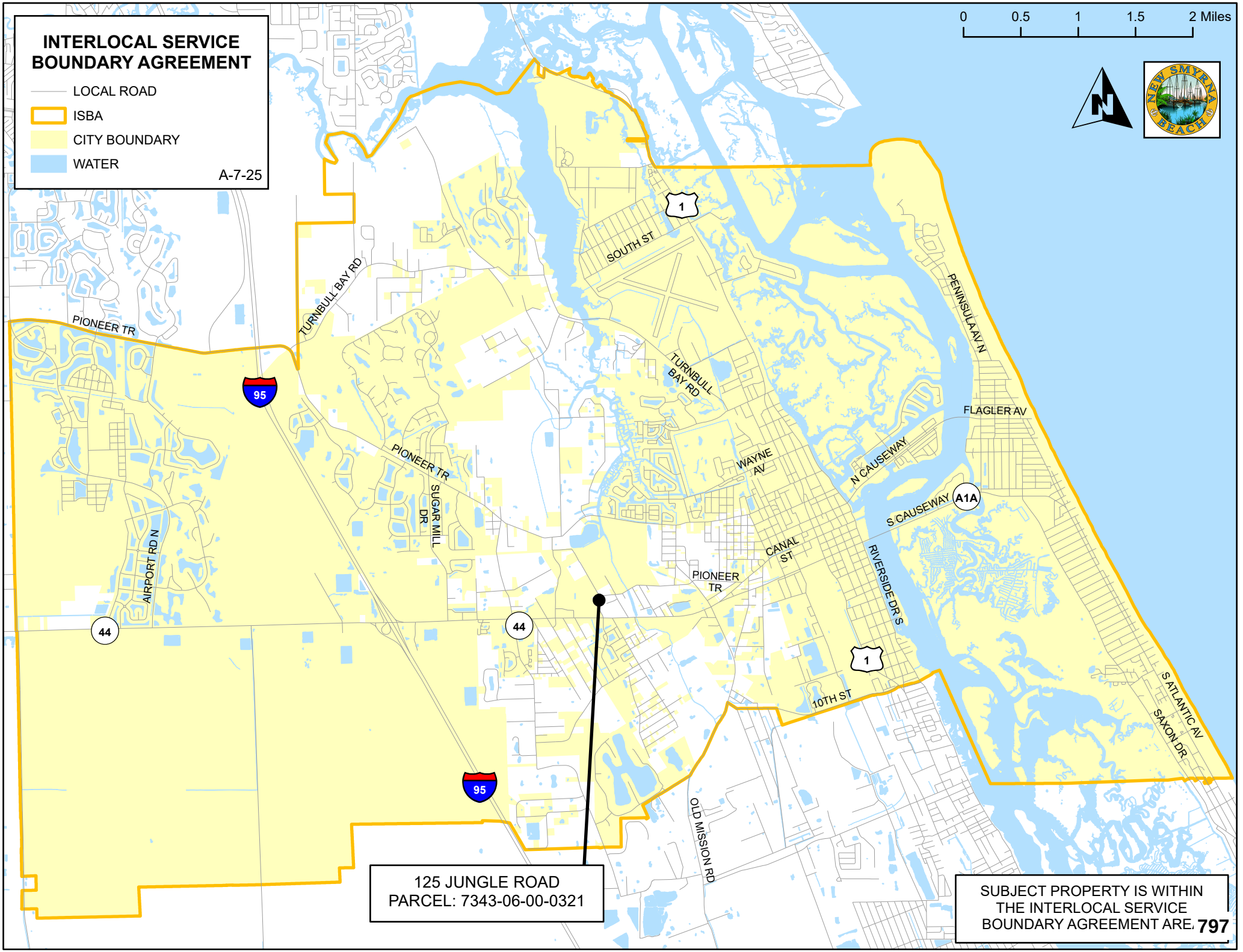
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-7-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-7-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
125 JUNGLE ROAD
PARCEL: 7343-06-00-0321
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
797

LEGAL DESCRIPTION

Address:
125 Jungle Road, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0321

AltKey Number:
3730925

Metes and Bounds by Professional Title Agency

THE EASTERLY ½ OF LOT 32, SOUTH OF JUNGLE ROAD, A 50-FOOT RIGHT OF WAY AS NOW LAID OUT, EXCEPT THE SOUTHERLY 267 FEET AND EXCEPT THE EASDTERLY 220 FEET, SUBDIVISION OF THE NAPIER GRANT AND THE NORTH PART OF THE HULL GRANT IN SECTION 43 AND 44, TOWNSHIP 17 SOUTH, RANGE 33 AND 34 EAST, AS SHOWN ON MAP RECORDED IN MAP BOOK 2, PAGE 42, ABD DEED BOOK M, PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: NS932506003

APN/Parcel ID(s): 734306000321

WARRANTY DEED

THIS WARRANTY DEED dated July 16, 2025, by Hope Susan Pawlak, a single women, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009, hereinafter called the grantor, to Roy Burlew Parsons, an unmarried man and Ingrid Reilly, a married woman, as joint tenants with full rights of survivorship, whose post office address is 300 Low Tide Lane, Daytona Beach, FL 32124, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

The Easterly 1/2 of Lot 32, South of Jungle Road, a 50 foot right of way as now laid out, Except the Southerly 267 feet and except the Easterly 220 feet, Subdivision of the Napier Grant and the North part of the Hull Grant in Section 43 and 44, Township 17 South, Range 33 and 34 East, as shown on map recorded in Map Book 2, Page 42, and Deed Book M, Page 688, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

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 December 31, 2024.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street
New Smyrna Beach, FL 32168

Marcia E. Barnett
Witness Signature

Marcia E. Barnett
Print Name

Address: 124 Flamingo Rd.
Edgewater FL
32141

Hope Susan Pawlak, a single woman, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009

BY: Hope Susan Pawlak, JND surviving Trustee
Hope Susan Pawlak, a single woman
Individually and as Surviving Trustee

Address: 2232 Queen Palm Drive
Edgewater, FL 32141

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 16th day of July, 2025, by Hope Susan Pawlak, a single woman, individually and as Surviving Trustee of Pawlak Revocable Living Trust dated January 9, 2009, to me known to be the person(s) described in or who has/have produced Driver's License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Notary Public - State of Florida
Commission # HH 221861
My Comm. Expires Mar 21, 2026
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 68-25 Rezoning 125 Jungle Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 68-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.45± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF JUNGLE ROAD BETWEEN OTTER BOULEVARD AND STATE ROAD 44, ADDRESSED AS 125 JUNGLE ROAD, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-2 A, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Roy B. Parsons and Ingrid Reilly, 300 Low Tide Lane, Daytona Beach, Florida 32124, applicants and property owners, have requested the annexation of 0.45± acres of property generally located on the south side of Jungle Road between Otter Boulevard and State Road 44, addressed as 125 Jungle Road, from Volusia County *R-4, Urban Single Family Residential Airport Overlay* to City *R-2, Single Family Residential Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 8, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 0.45± acres of property generally located on the south side of Jungle Road between Otter Boulevard and State Road 44, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0321
125 Jungle Road

THE EASTERLY ½ OF LOT 32, SOUTH OF JUNGLE ROAD, A 50-FOOT RIGHT OF WAY AS NOW LAID OUT, EXCEPT THE SOUTHERLY 267 FEET AND EXCEPT THE EASDTERLY 220 FEET, SUBDIVISION OF THE NAPIER GRANT AND THE NORTH PART OF THE HULLGRANT IN SECTION 43 AND 44, TOWNSHIP 17 SOUTH, RANGE 33 AND 34 EAST, AS SHOWN ON MAP RECORDED IN MAP BOOK 2, PAGE 42, ABD DEED BOOK M, PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

shall be and the same is hereby rezoned from Volusia *R-4, Urban Single Family Residential Airport Overlay* to City *R-2, Single Family Residential Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on October 28, 2025 at 6:30 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. 67-25, 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. 67-25, 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: 9/24/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 69-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 12.88 ± ACRES OF LAND LOCATED AT 824 INGHAM ROAD.

October 28, 2025

Background:

Applicants: Matt Stolz and Sydney Kendrick, 10192 Dowden Road, Orlando, Florida 32832.

Property Owner: SOWA Properties, LLC, 208 Canova Road, New Smyrna Beach, Florida 32169.

Request: Voluntary annexation:

- **From:** Un-Incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 12.88 ± acres
- **Location:** West side of Ingham Road, south of Mission Drive.

Tax I.D. Number: 7419-23-00-0361

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 824 Ingham Road contains a primary structure with accessary structures. 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. As discussed above, the existing County FLU category is Urban Low Intensity. The existing County zoning designation is MPUDA, Mixed Use Planned Unit Development. The proposed City FLU category is Low Density Residential. The proposed City zoning designation is R-2, Single Family Residential.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel at 824 Ingham Road has an 8-inch PVC water line in the Ingham Road right-of-way, but central sewer and reclaim services would have to be extended. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 824 Ingham Road is developed with a primary structure and accessary structures no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

Based on the Planning and Zoning Board recommendation, the Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

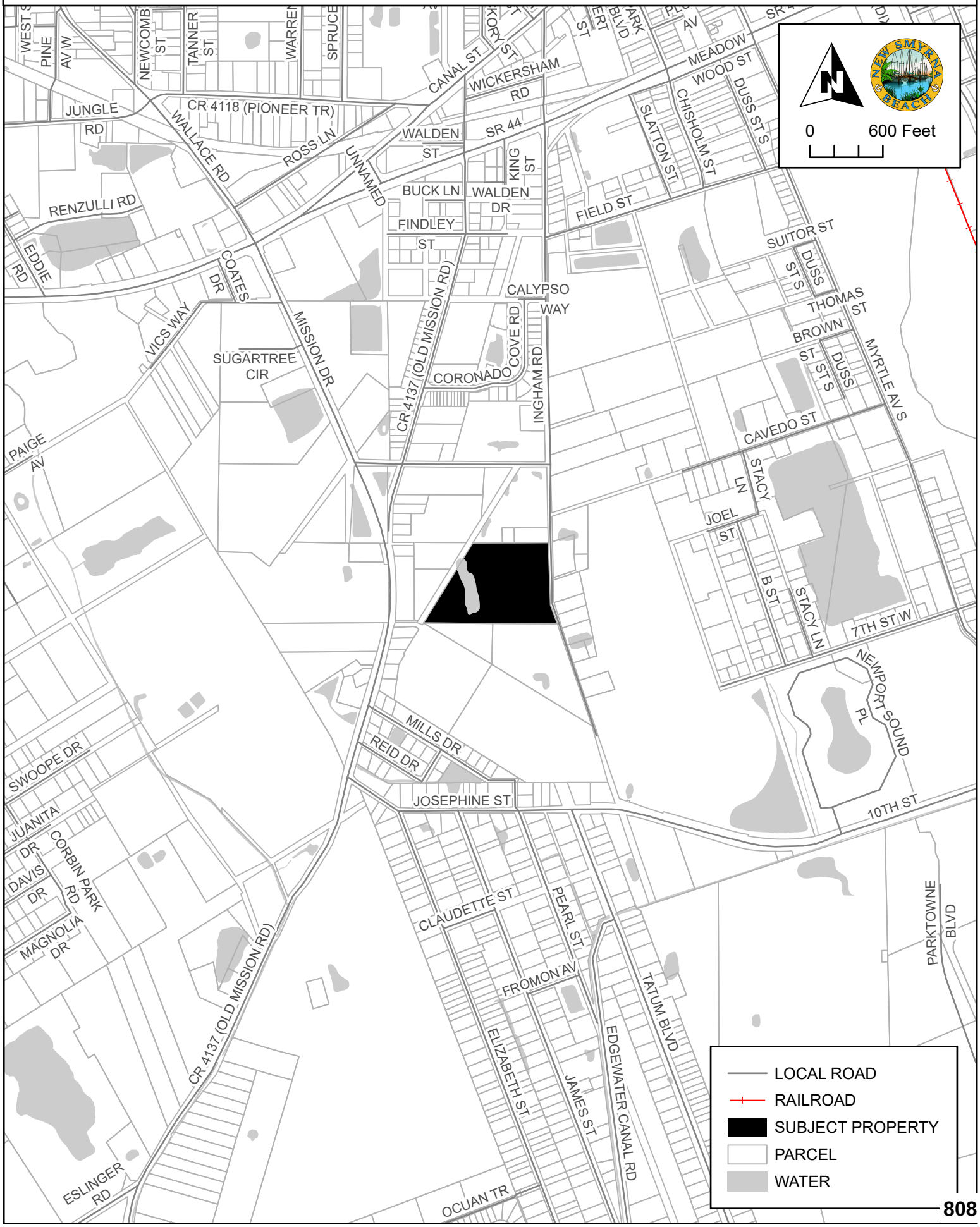
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

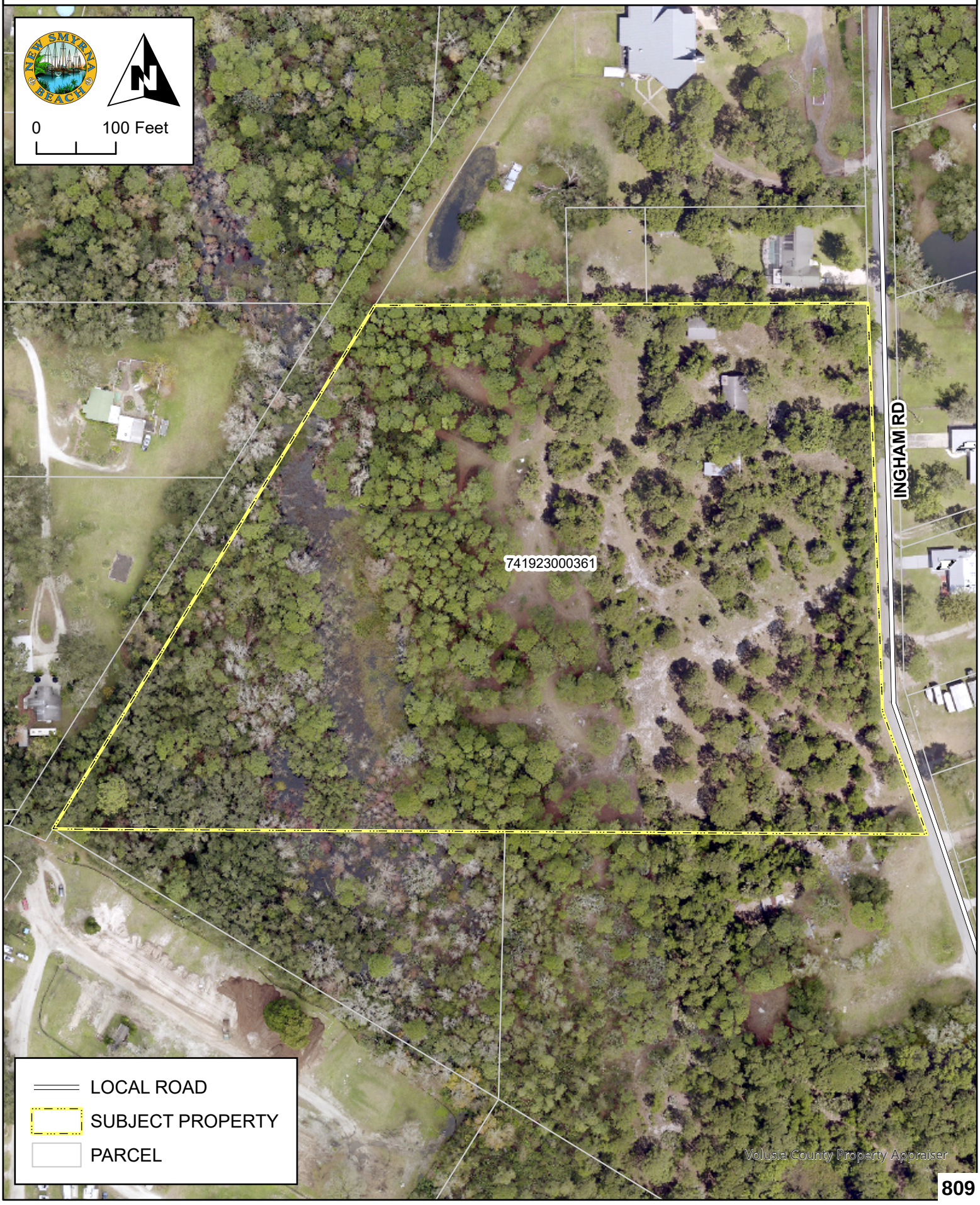
Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 69-25 824 Ingham Rd.pdf
Ord 69-25 Annex 824 Ingham Rd.pdf

A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 LOCATION MAP

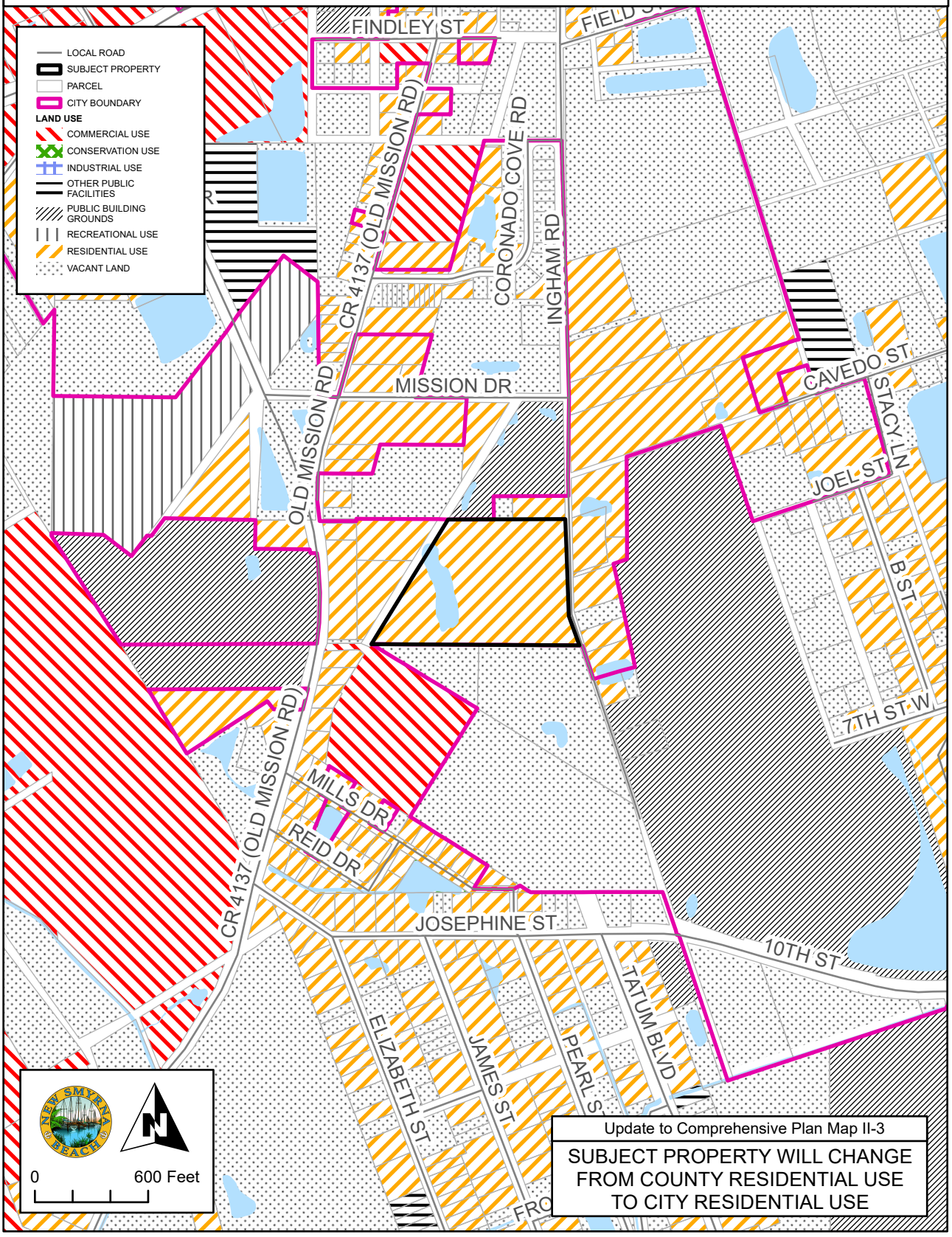


A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 AERIAL MAP



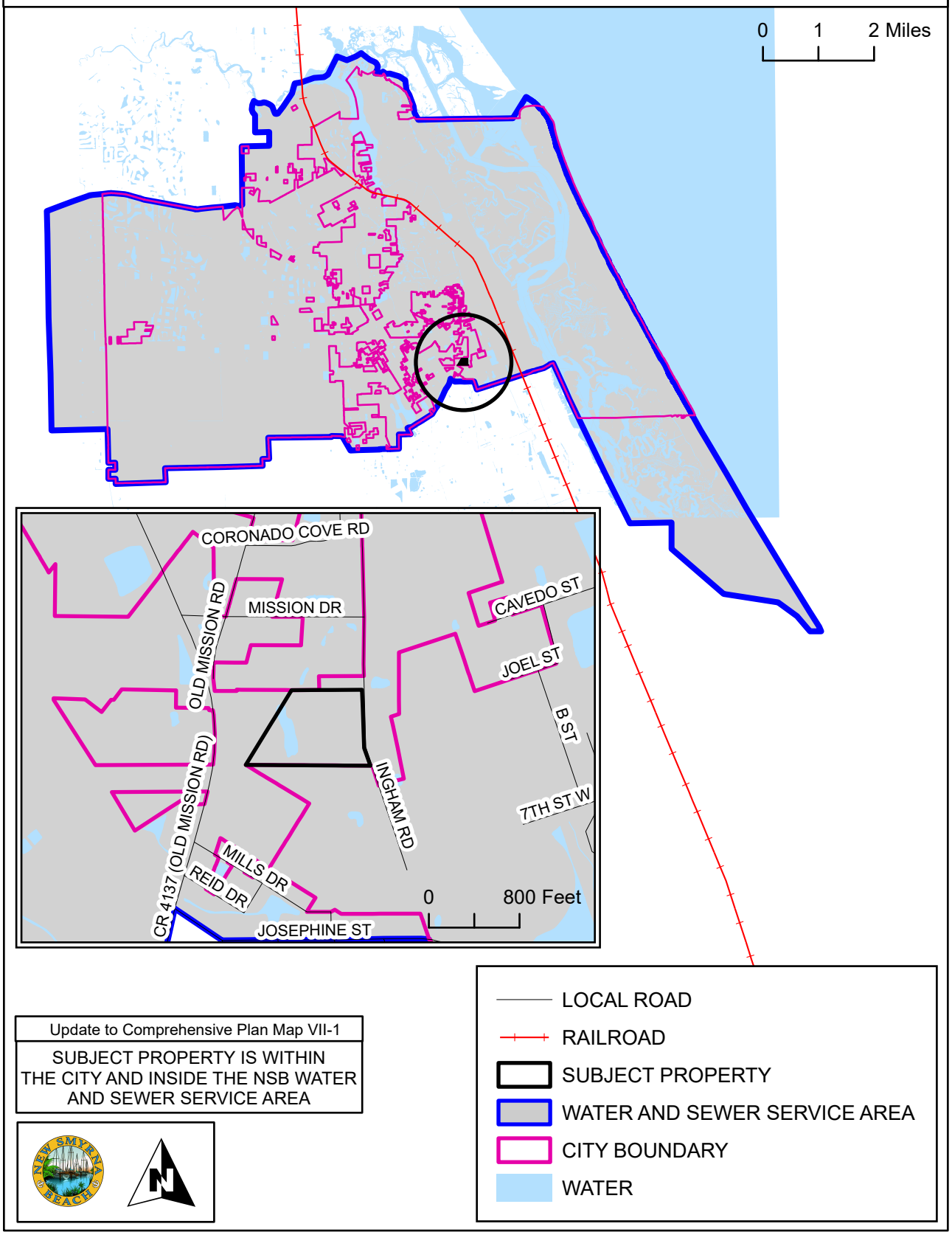
EXISTING LAND USE DESIGNATIONS

A-8-25



WATER AND SEWER SERVICE AREA

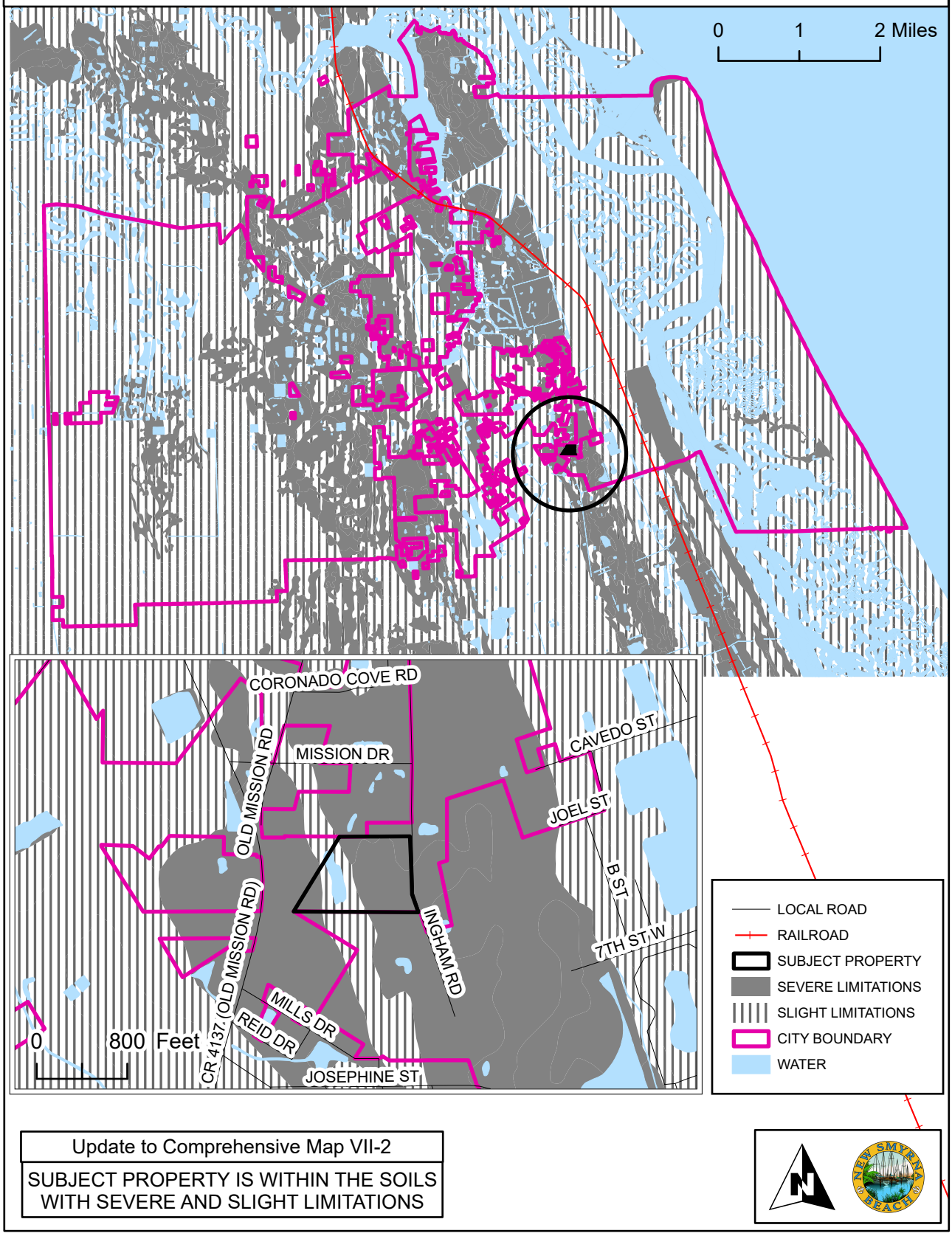
A-8-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-8-25

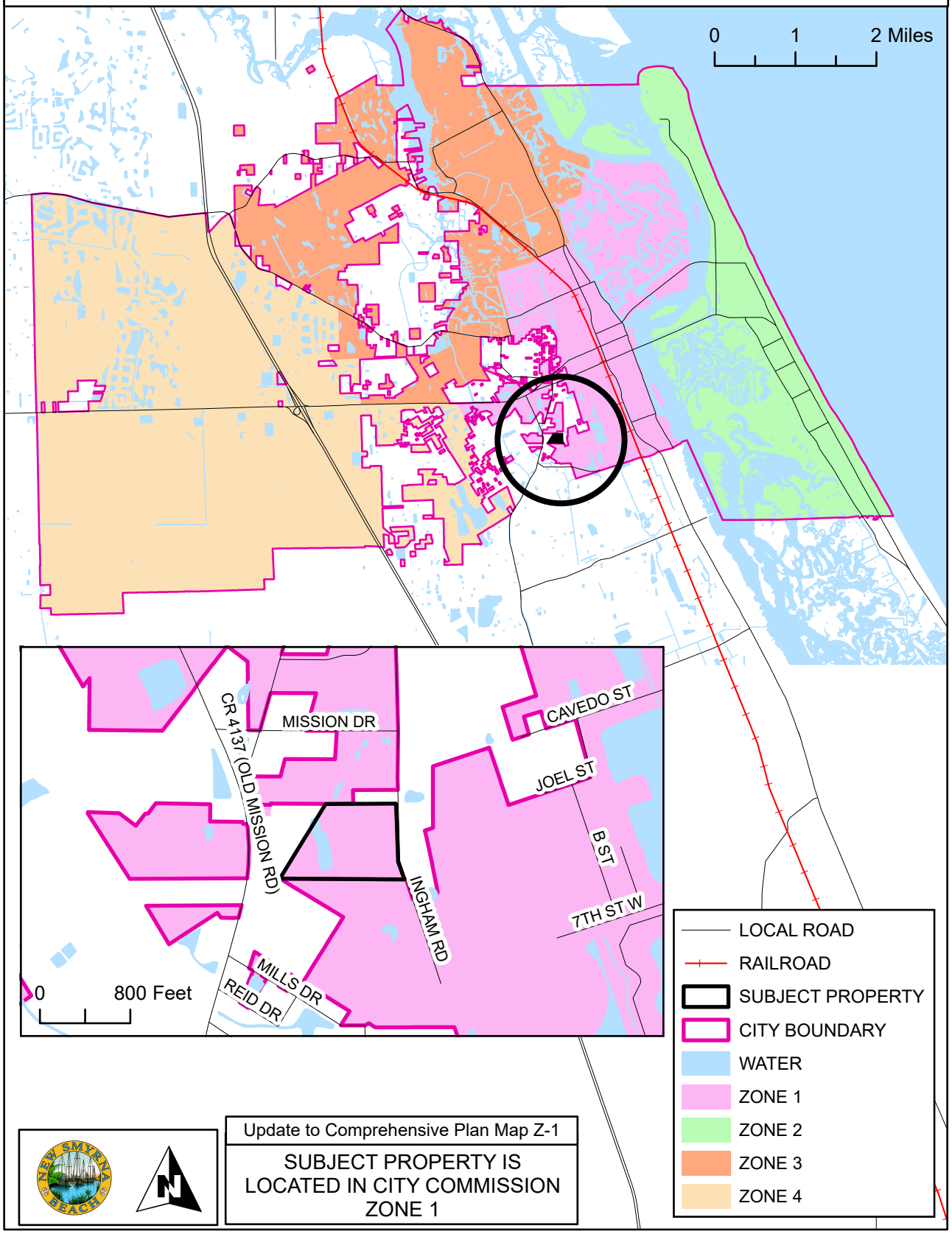


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

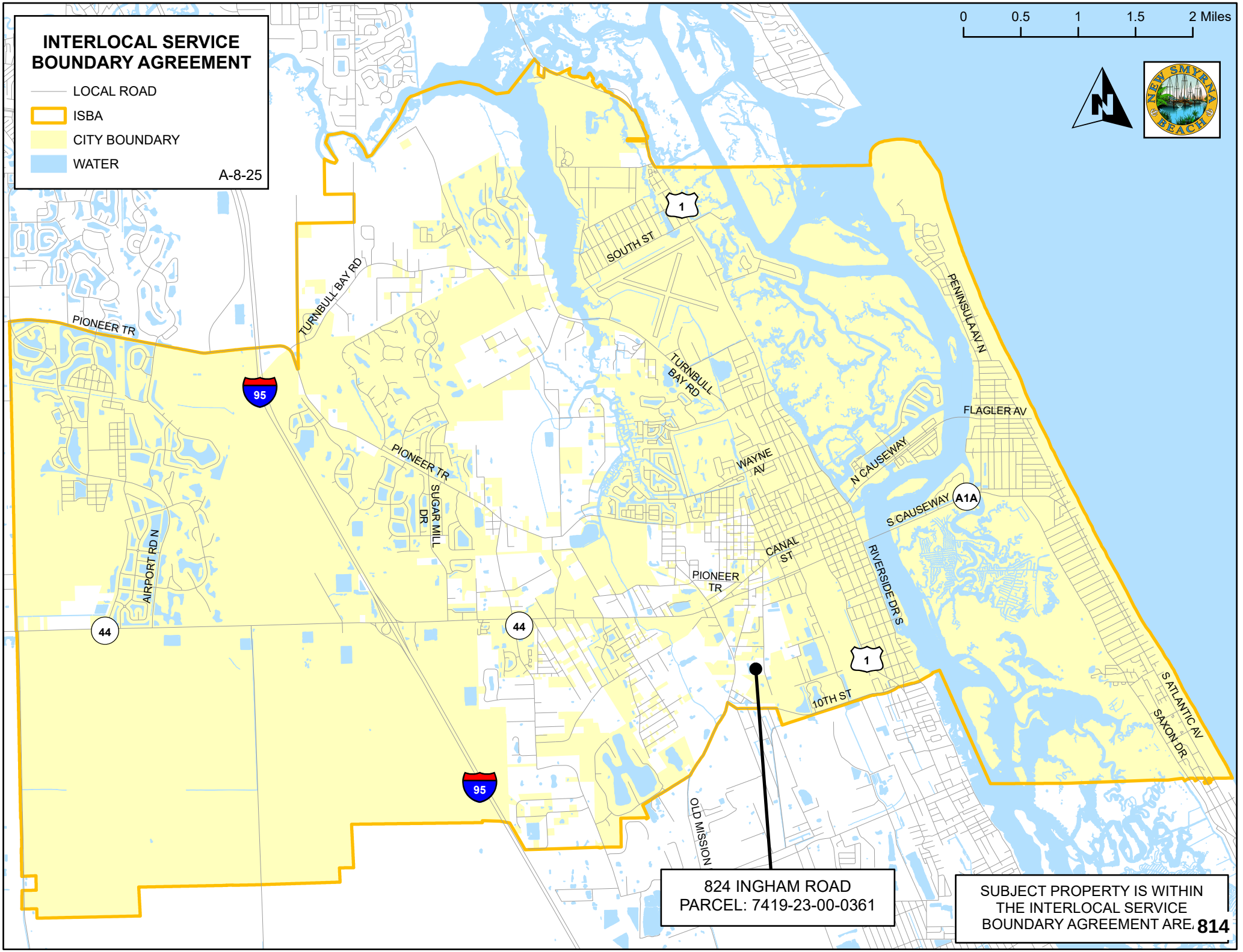
COMMISSION ZONES

A-8-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1
824 INGHAM ROAD
PARCEL: 7419-23-00-0361
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE
814

LEGAL DESCRIPTION

Address:
824 Ingham Road, New Smyrna Beach, Florida 32168

Parcel Number
7419-23-00-0361

AltKey Number:
3813308

Metes and Bounds by William D. Donley, Land Surveyor

LOT 36, THE MODEL LAND CO. AT NEW SMYRNA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 9, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 741923000361

File Number: 186-28500

Consideration: $525,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 22 **day of August, 2023**, between

FBCH Land Holdings, Inc., a Florida not-for Profit Corporation
whose post office address is **1015 Sikes Boulevard, Lakeland, FL 33815**, grantor,

and

Sowa Properties, LLC, A Florida Limited Liability Company
whose post office address is **208 Canova Drive, 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 the **Volusia County, Florida**, to-wit:

Lot 36, THE MODEL LAND CO. AT NEW SMYRNA, according to the plat thereof as recorded in Map Book 4, Page 9, Public Records of Volusia County, Florida.

formerly described as:

Lot 36, MODEL LAND COMPANY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida, less and except the following: Begin at the intersection of the North line of said Lot 36, with the West line of Ingham Road; Thence Southerly and along the West line of Ingham Road, 165 feet; Thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; Thence Northerly and parallel to the aforesaid road 165 feet to the North line of said Lot 36; Thence Easterly along said North line 264 feet to the Point of Beginning.

and

A parcel of land in Lot 36, MODEL LAND COMPANY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida described as follows: Begin at the

intersection of the North line of said Lot 36, with the West line of Ingham Road; Thence Southerly and along the West line of Ingham Road, 165 feet; Thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; Thence Northerly and parallel to the aforesaid road 165 feet to the North line of said Lot 36; Thence Easterly along said North line 264 feet to the Point of Beginning.

Parcel Identification Number: 741923000361

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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements 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:

Makeila Harrell
Witness Signature
Printed Name: Makeila Harrell

Ian M French
Witness Signature
Printed Name: Ian M French

FBCH Land Holdings, Inc., a Florida not-for Profit Corporation

By: _____
David Whitman, Vice President

By: _____
Kimberly W. Bedwell, Vice President

State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of August, 2023, by **David Whiteman and Kimberly W. Bedwell, as Vice Presidents of FBCH Land Holdings, Inc., a Florida not-for Profit Corporation**, who are personally known to me or (✓) have produced Driver License as identification.

Ian M French
NOTARY PUBLIC (SEAL)

Printed Name: Ian M French

My Commission Expires: 1/13/2027

IAN M FRENCH
Notary Public - State of Florida
Commission # HH 345471
My Comm. Expires Jan 13, 2027
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 69-25 Annexing 824 Ingham Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 69-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 12.9± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF INGHAM ROAD, SOUTH OF MISSION DRIVE, ADDRESSED AS 824 INGHAM ROAD; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 1; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Matt Stolz and Sydney Kendrick, 10191 Dowden Road, Orlando, Florida 32832, applicant on behalf of SOWA Properties LLC, 208 Canova Road, New Smyrna Beach, Florida 32169, property owner, have requested the annexation of 12.9± acres of property generally located on the west side of Ingham Road, south of Mission Drive, addressed as 824 Ingham Road; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on September 8, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 1. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on October 28, 2025, at 6:30 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: 9/30/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
824 Ingham Road, New Smyrna Beach, Florida 32168

Parcel Number
7419-23-00-0361

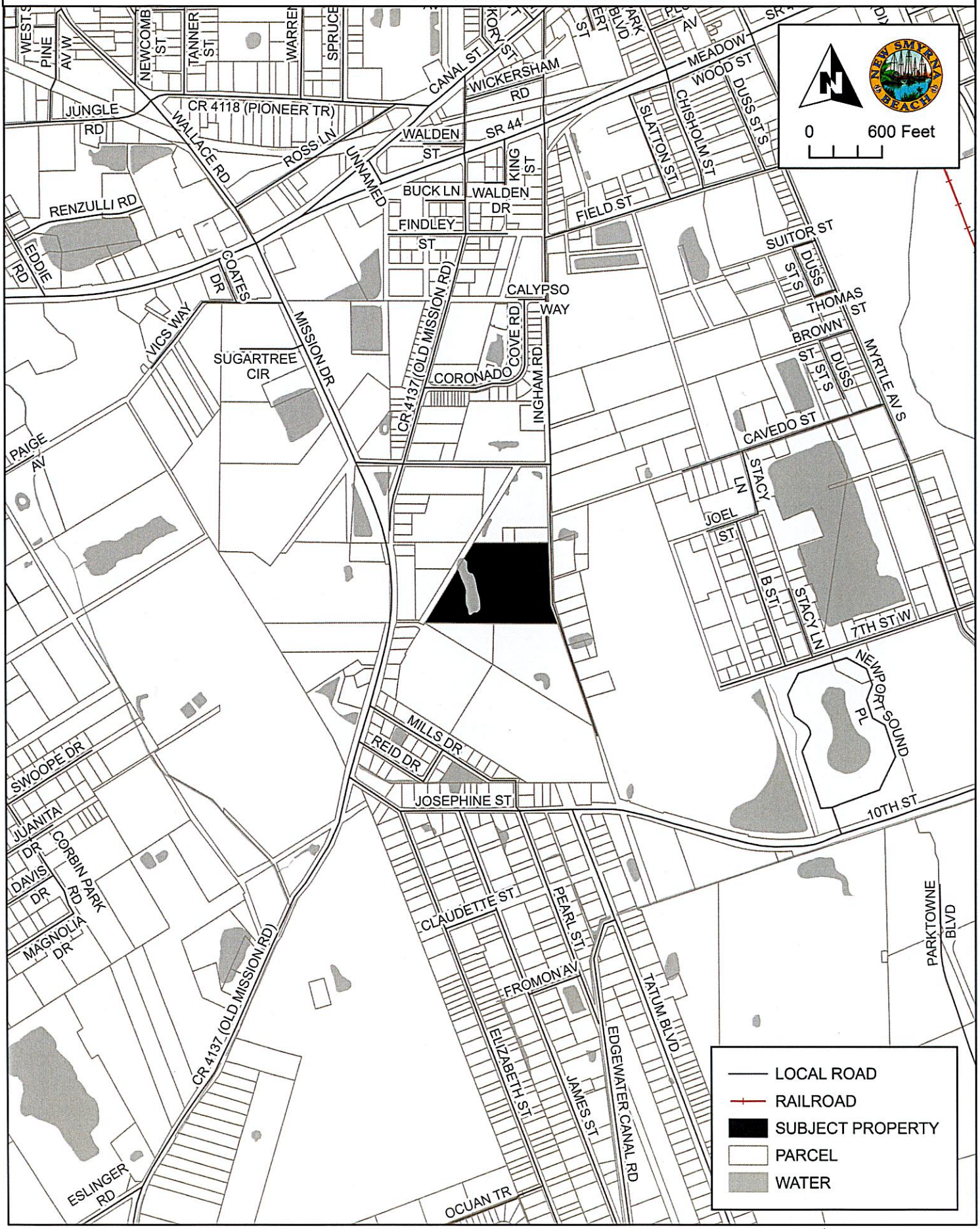
AltKey Number:
3813308

Metes and Bounds by William D. Donley, Land Surveyor

LOT 36, THE MODEL LAND CO. AT NEW SMYRNA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 9, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"

A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 LOCATION MAP



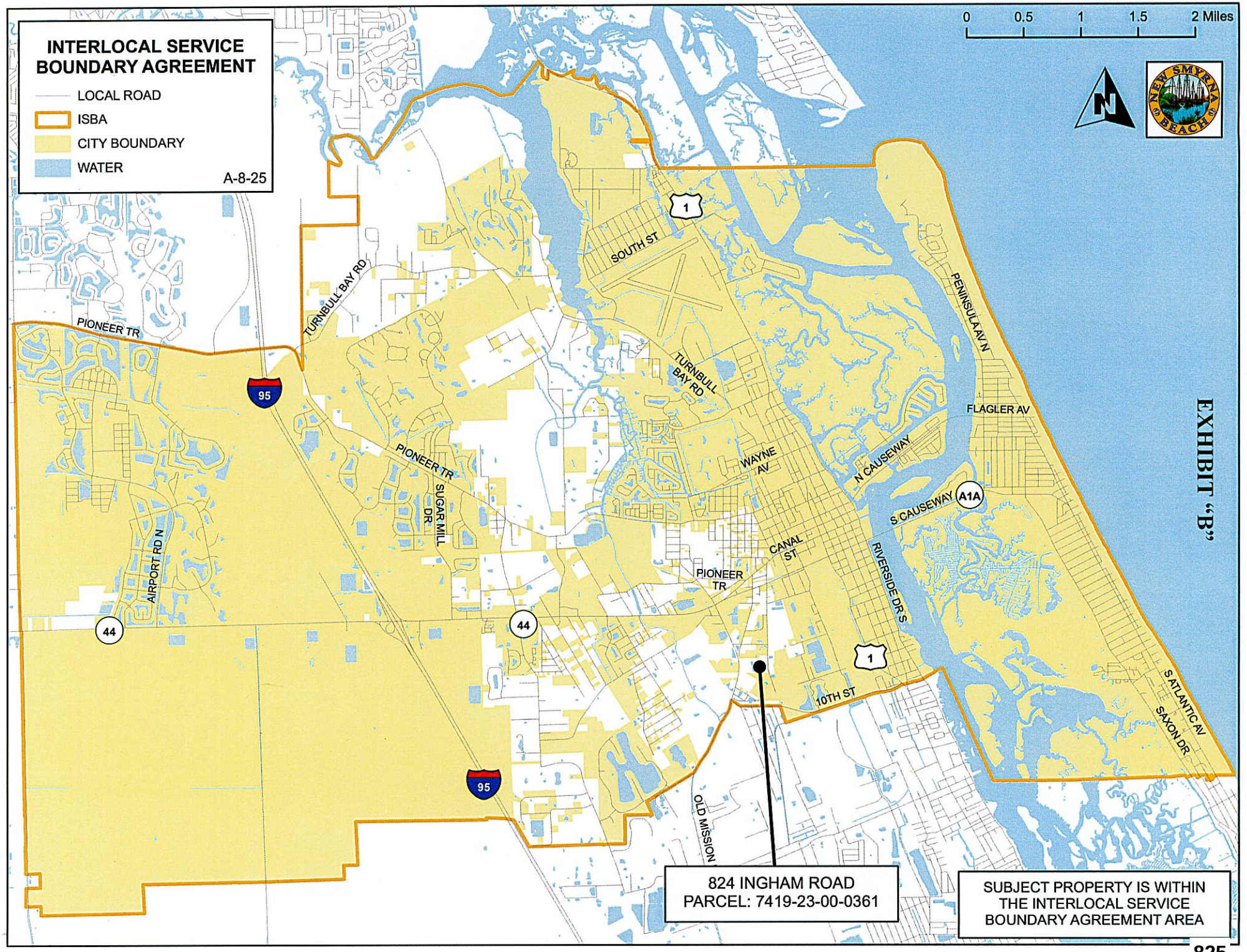
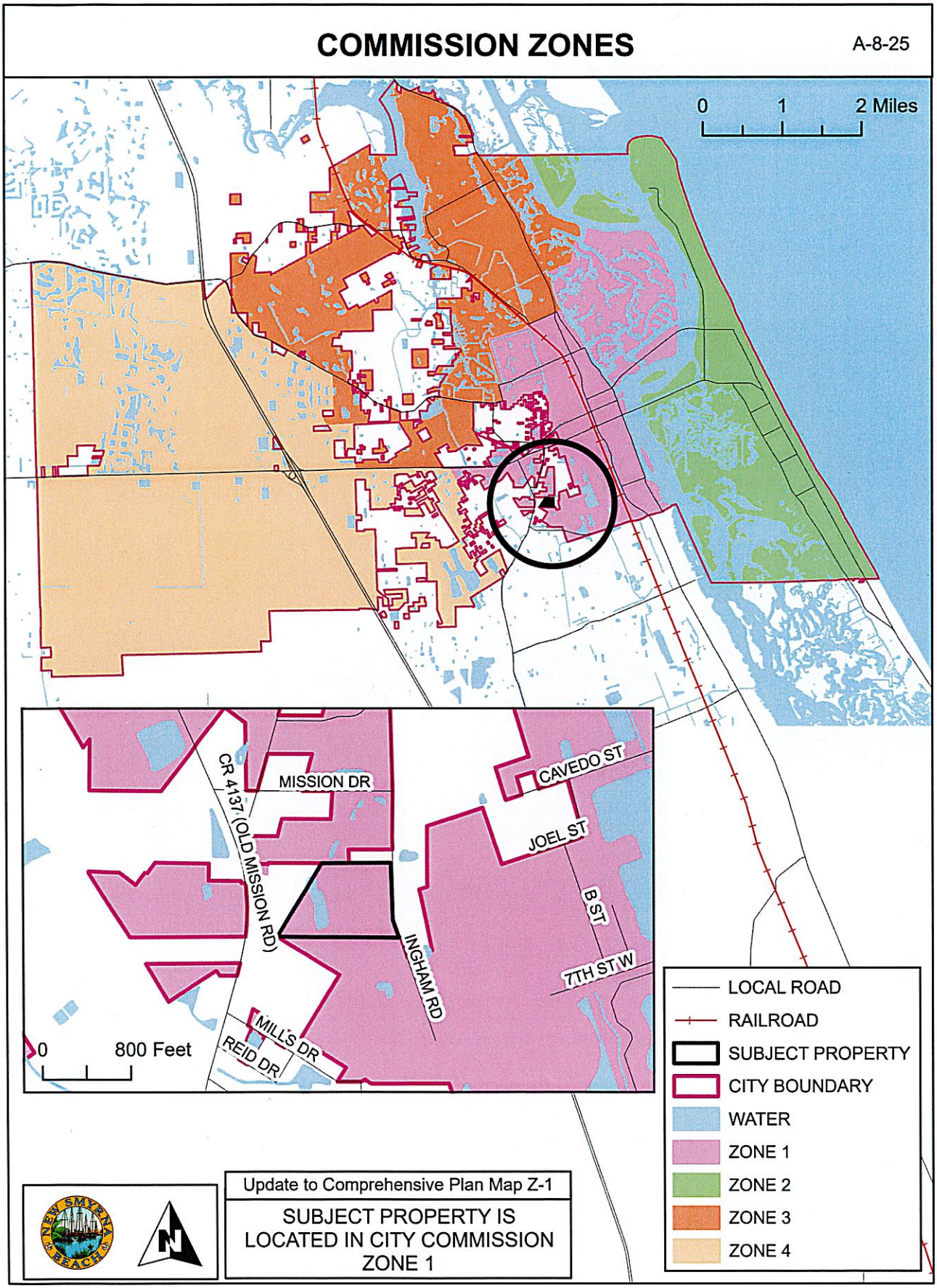

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1
824 INGHAM ROAD
PARCEL: 7419-23-00-0361
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-8-25
0 1 2 Miles
MISSION DR
CR 4137 (OLD MISSION RD)
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
MILLS DR
REID DR
0 800 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 70-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO CITY LOW DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 824 INGHAM ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 28, 2025

Background:

Applicants: Matt Stolz and Sydney Kendrick, 10192 Dowden Road, Orlando, Florida 32832.

Property Owner: SOWA Properties, LLC, 208 Canova Road, New Smyrna Beach, Florida 32169.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Low Intensity.
- **To:** City Future Land Use category of Low Density Residential.

Site Information:

- **Size:** 12.88 ± acres
- **Location:** West side of Ingham Road, south of Mission Drive.

Tax I.D. Number: 7419-23-00-0361

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject

property at 824 Ingham Road contains a primary structure with accessary structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Urban Low Intensity. The existing County zoning designation is MPUDA, Mixed Use Planned Unit Development. The proposed City FLU category is Low Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City Low Density Residential Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel at 824 Ingham Road has an 8-inch PVC water line in the Ingham Road right-of-way, but central sewer and reclaim services would have to be extended. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 824 Ingham Road is developed with a primary structure and accessary structures no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the

requested Small-Scale *Comprehensive Plan* amendment changing the Future Land Use to City Low Density Residential as part of an overall annexation application.

Based on the Planning and Zoning Boards recommendation, the Planning Department recommends the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment changing the Future Land Use to City Low Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

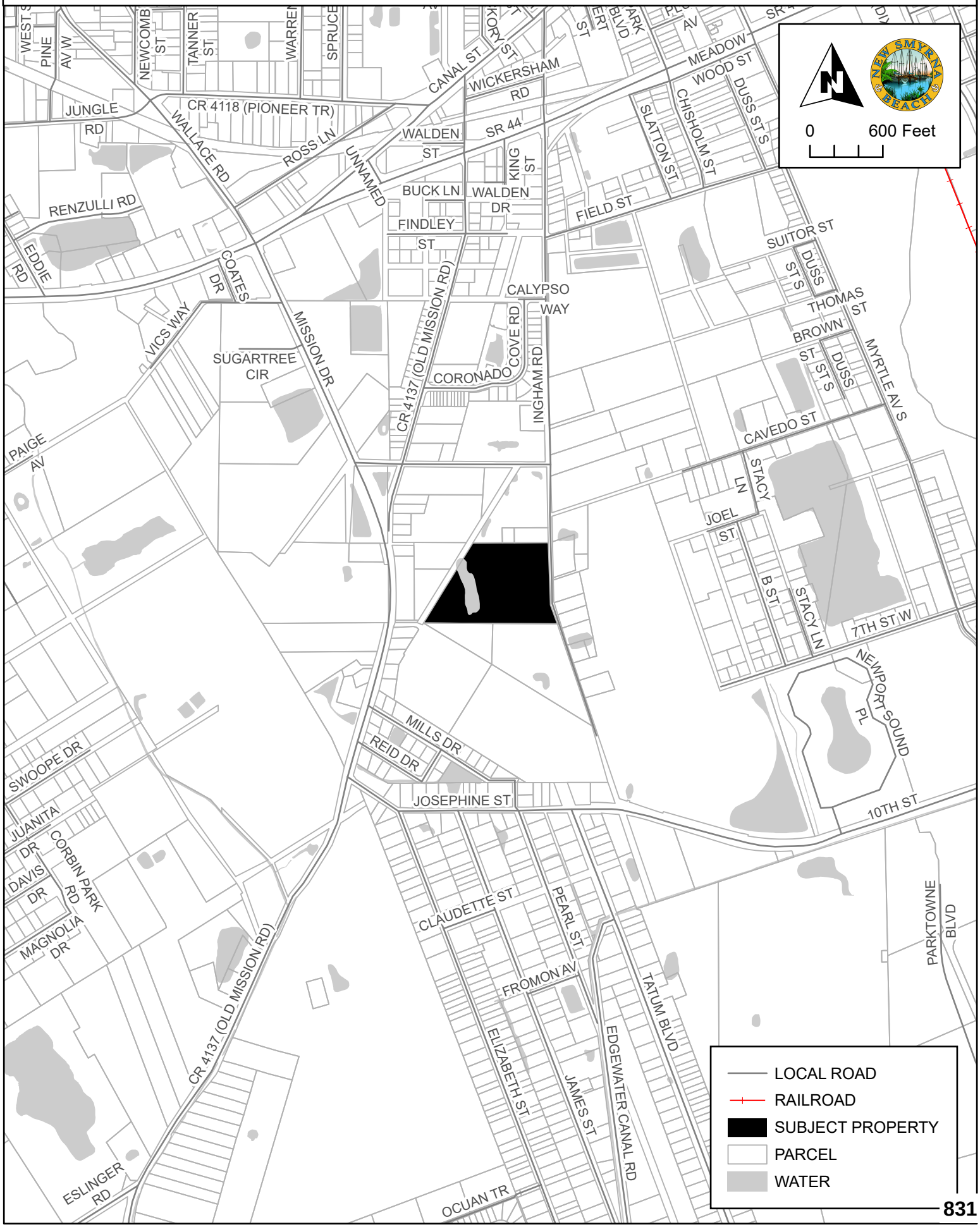
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

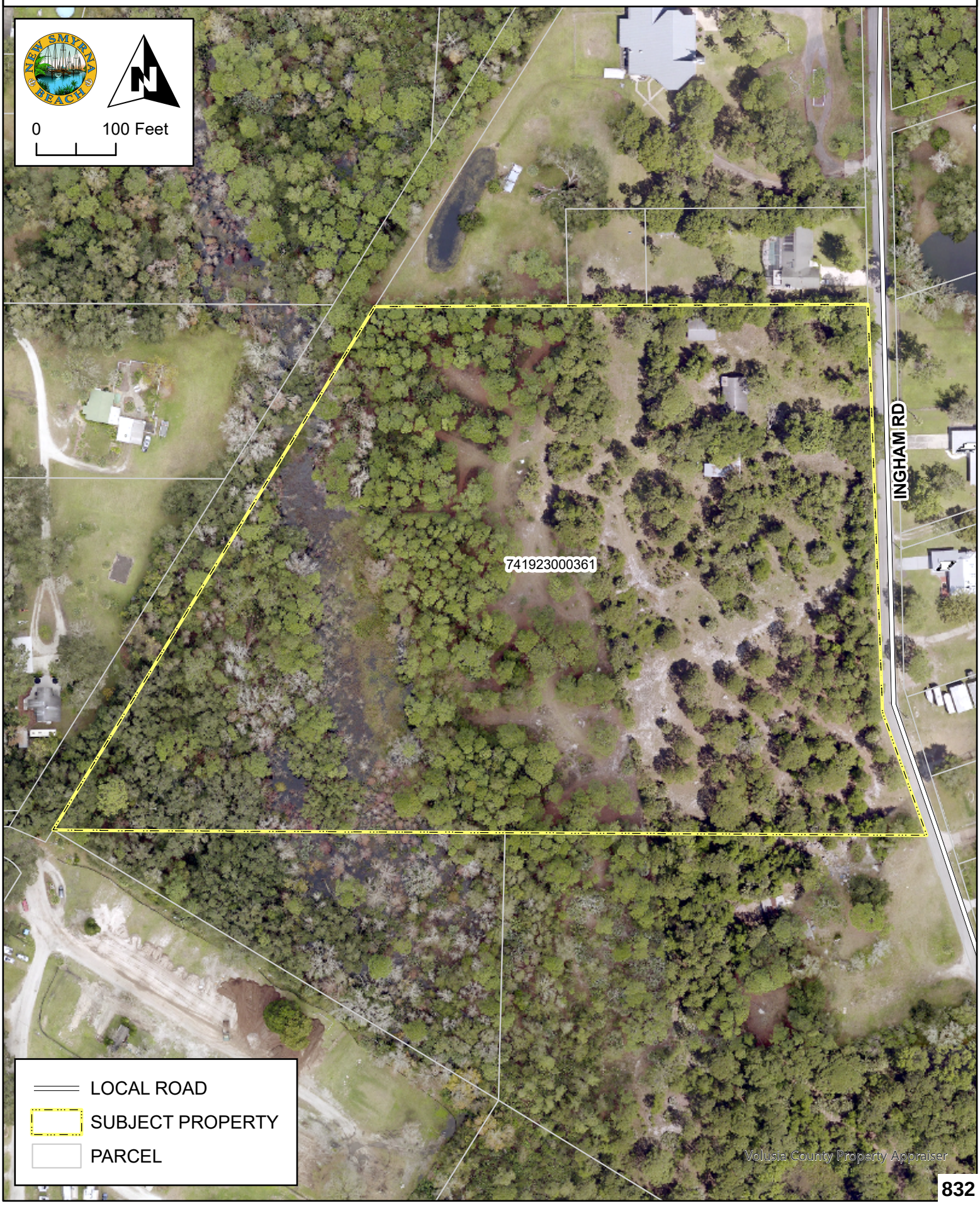
Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Low Intensity FLU Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Low-Density Residential FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf

Business Impact Estimate - Ord 70-25 824 Ingham Rd.pdf
Ord 70-25 Small Scale 824 Ingham Rd.pdf

A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 LOCATION MAP

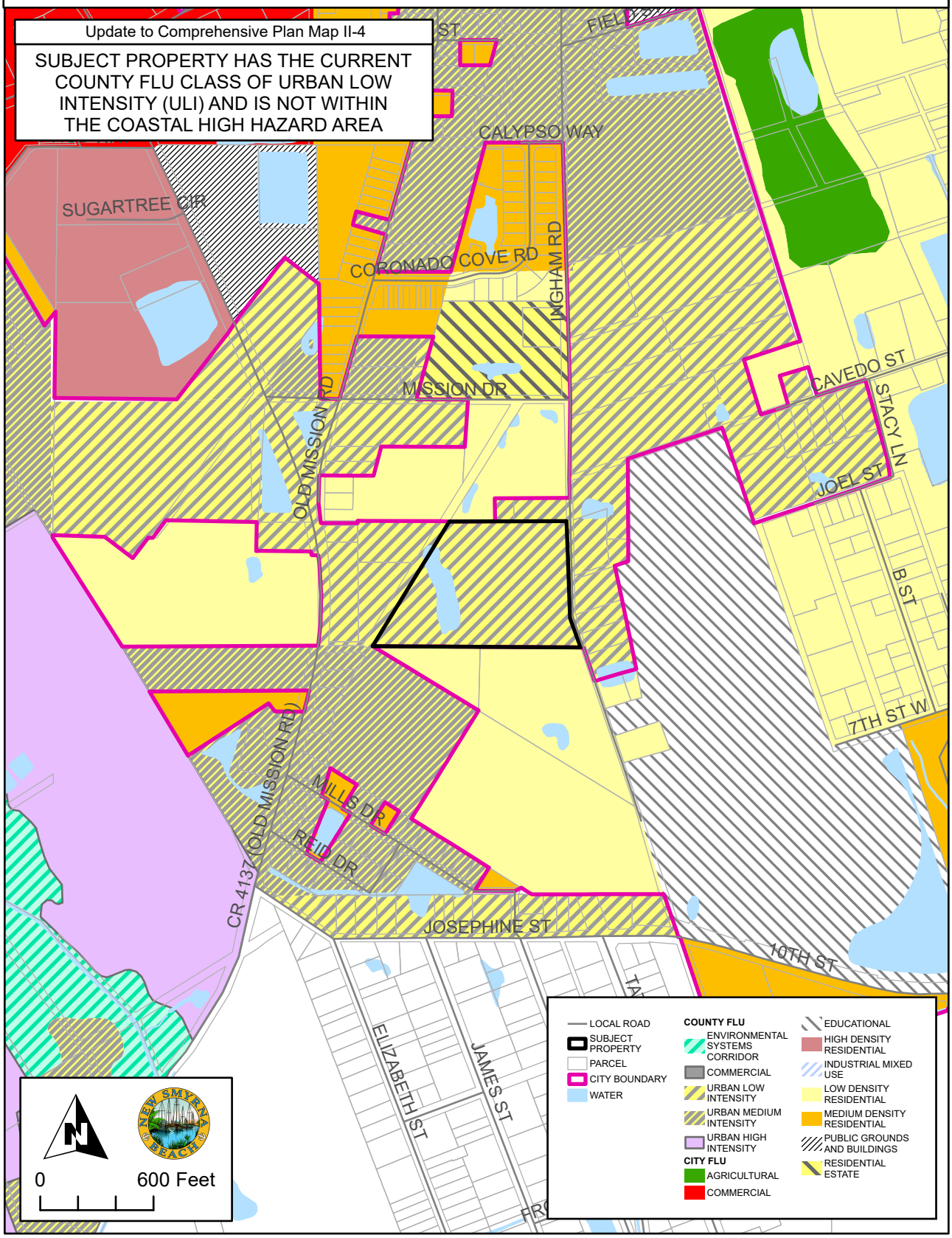


A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-8-25



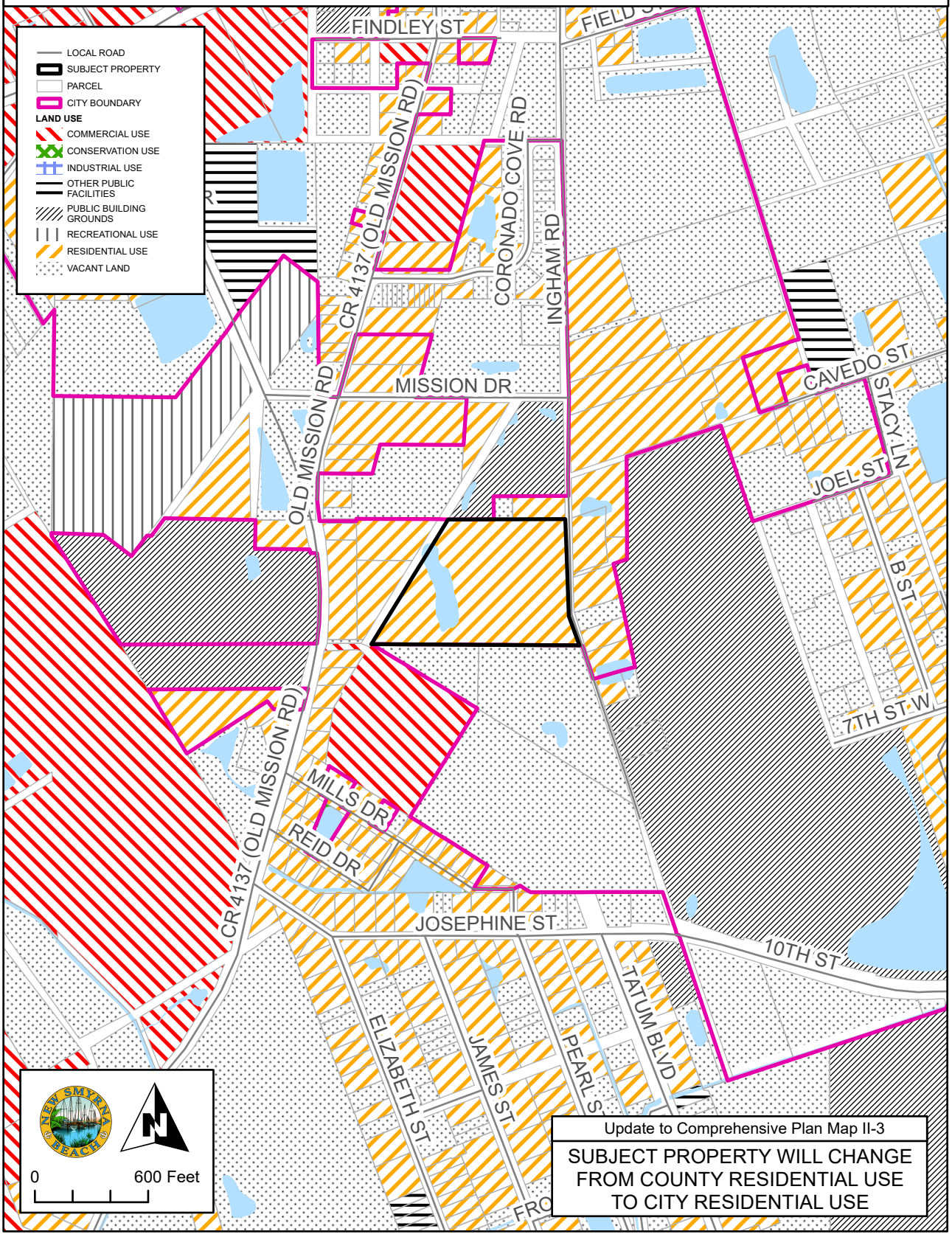
Urban Low Intensity (ULI) – Areas for low density residential dwelling units of up to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-8-25



FUTURE LAND USE

LOW-DENSITY RESIDENTIAL

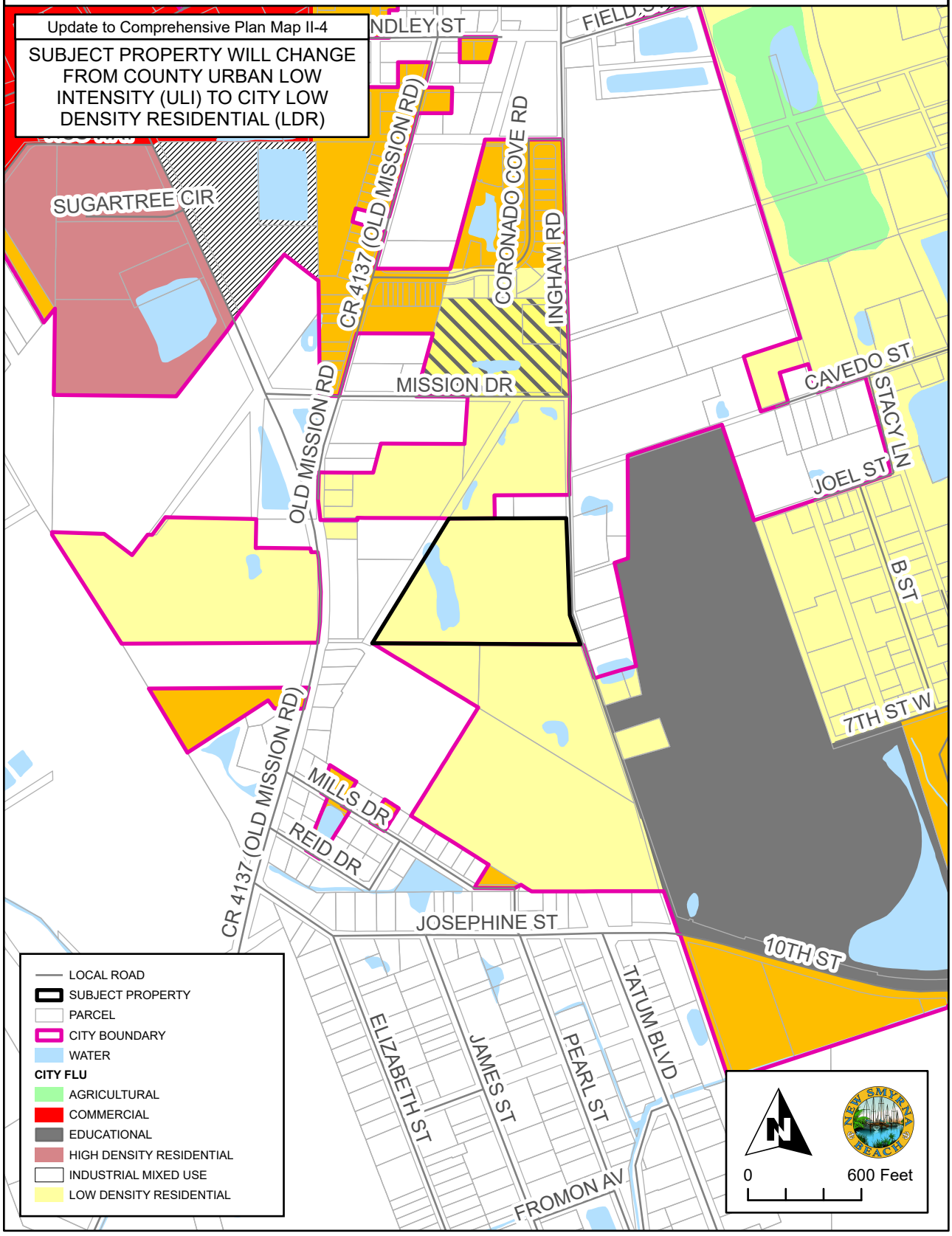
Maximum allowed density: Up to five [5] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ratio (FAR) of 0.5.

Intent:
This use is appropriate where a more suburban development pattern exists or is desired and where urban services are to be kept to a minimum.

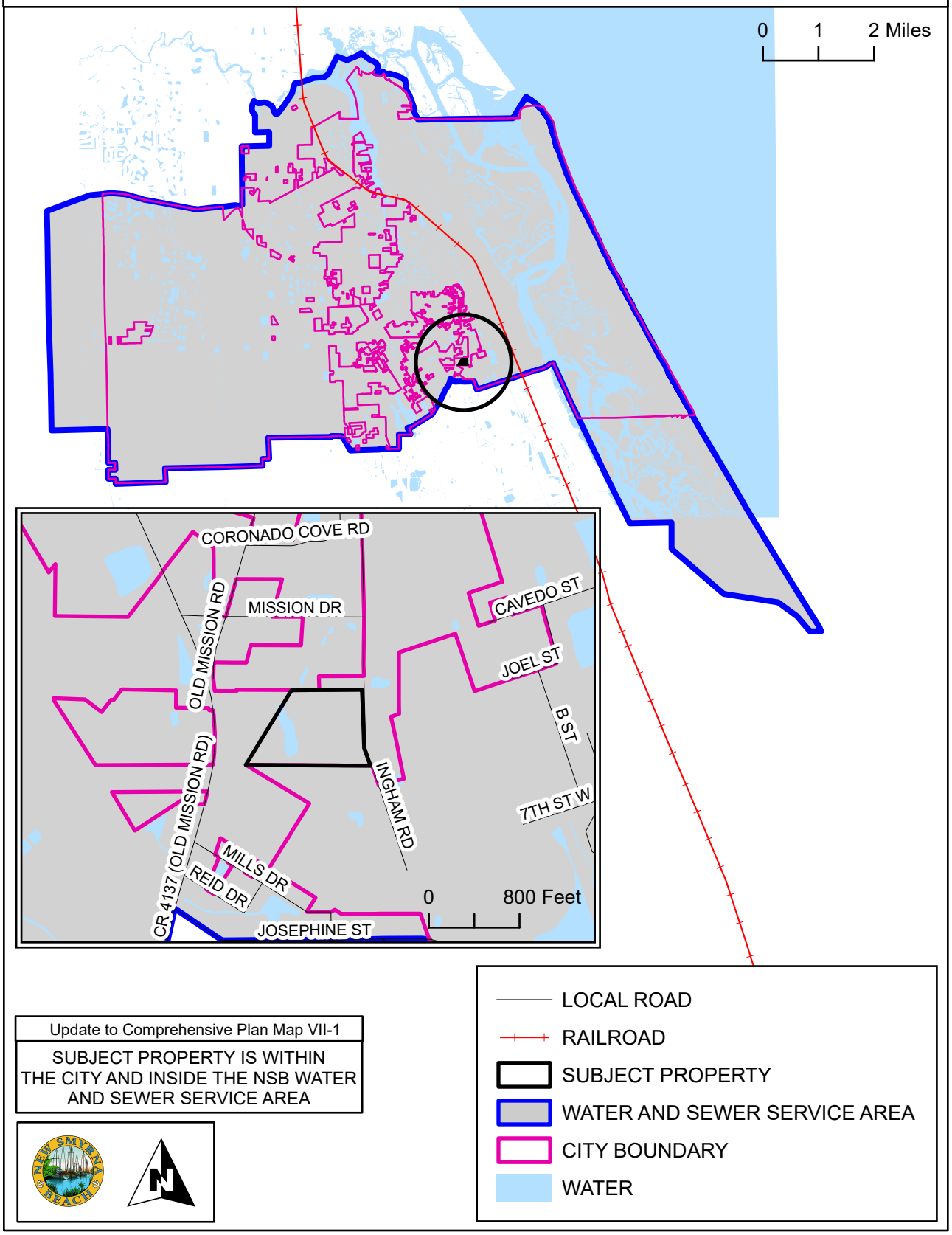
PROPOSED FUTURE LAND USE DESIGNATIONS

A-8-25



WATER AND SEWER SERVICE AREA

A-8-25

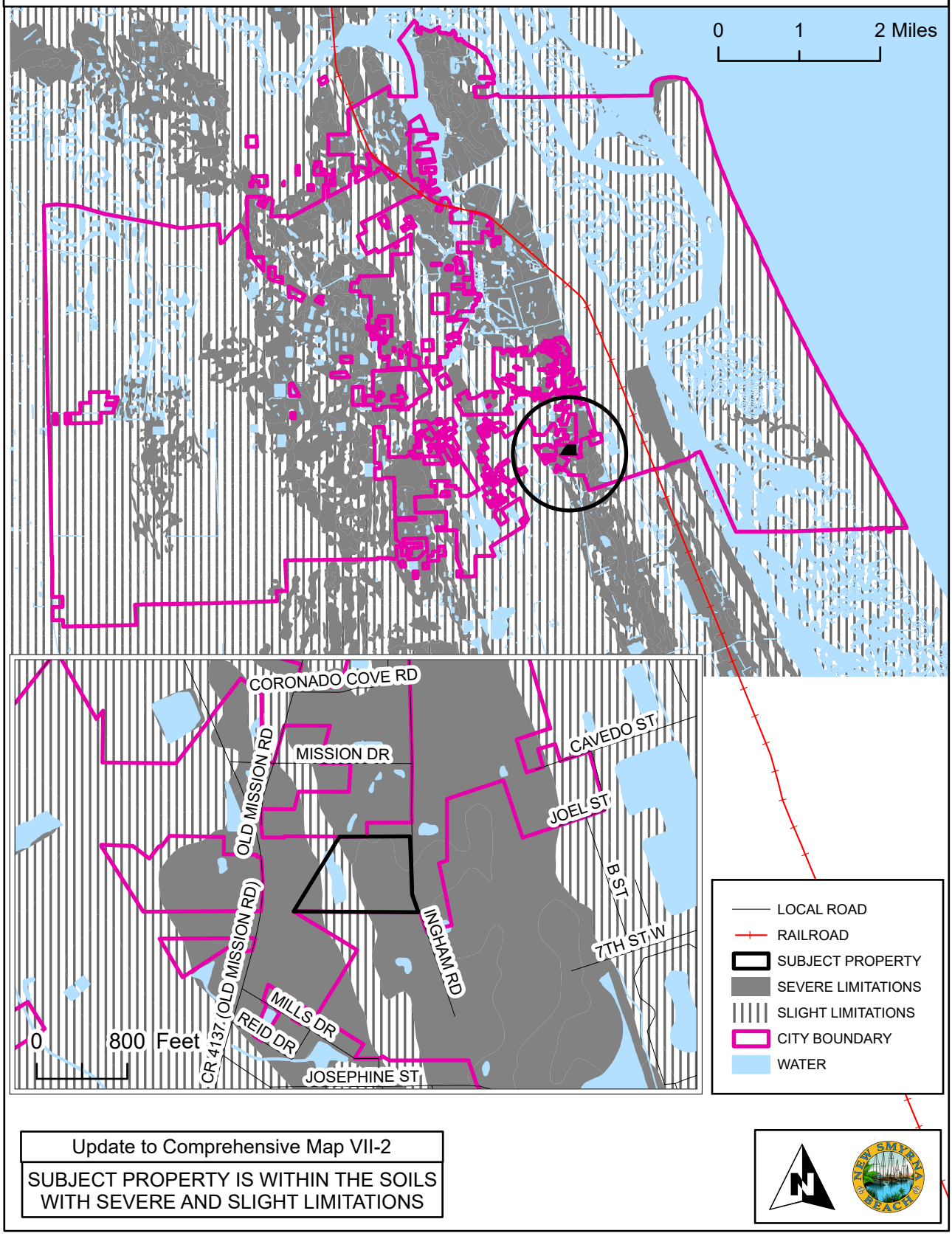


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-8-25

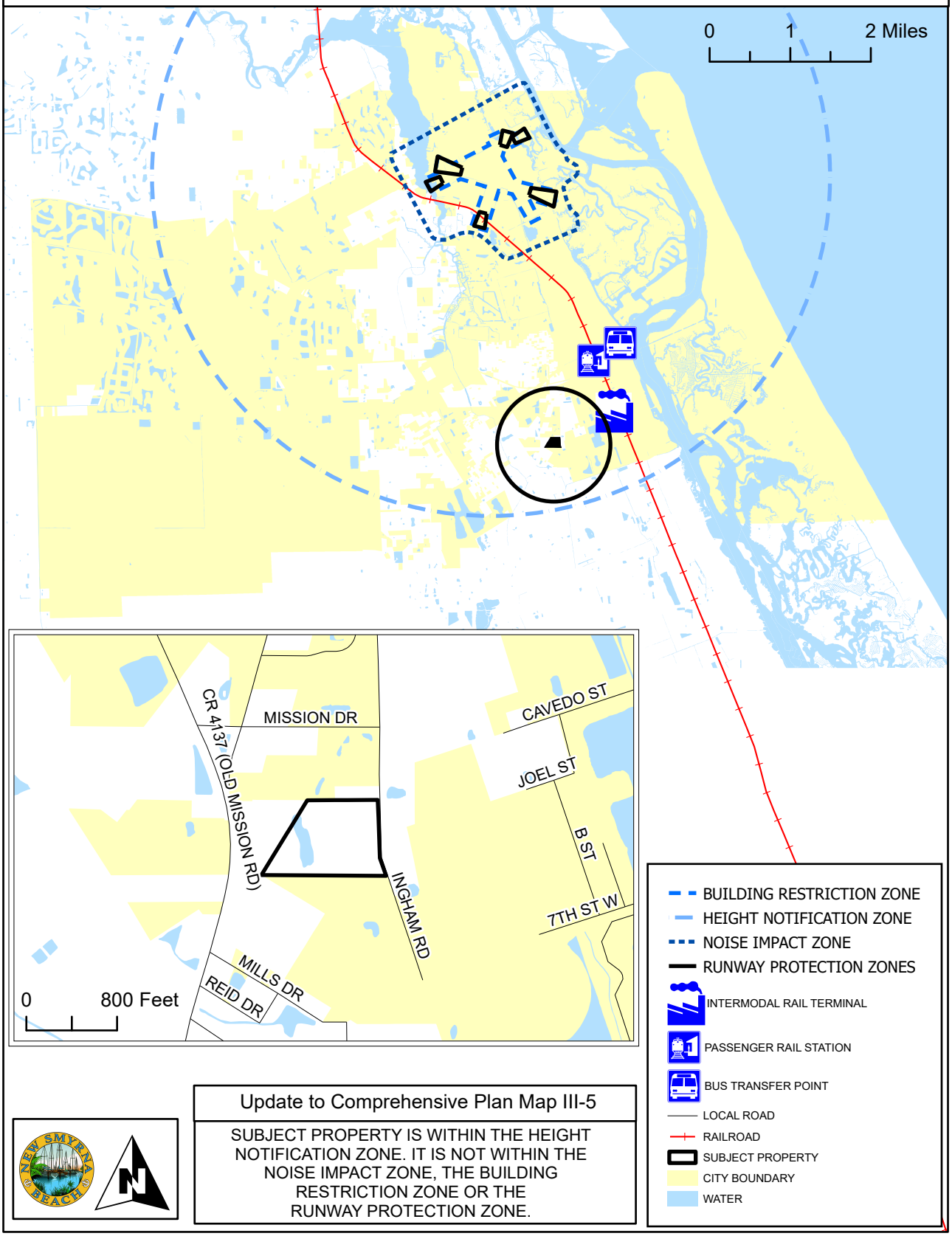


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-8-25

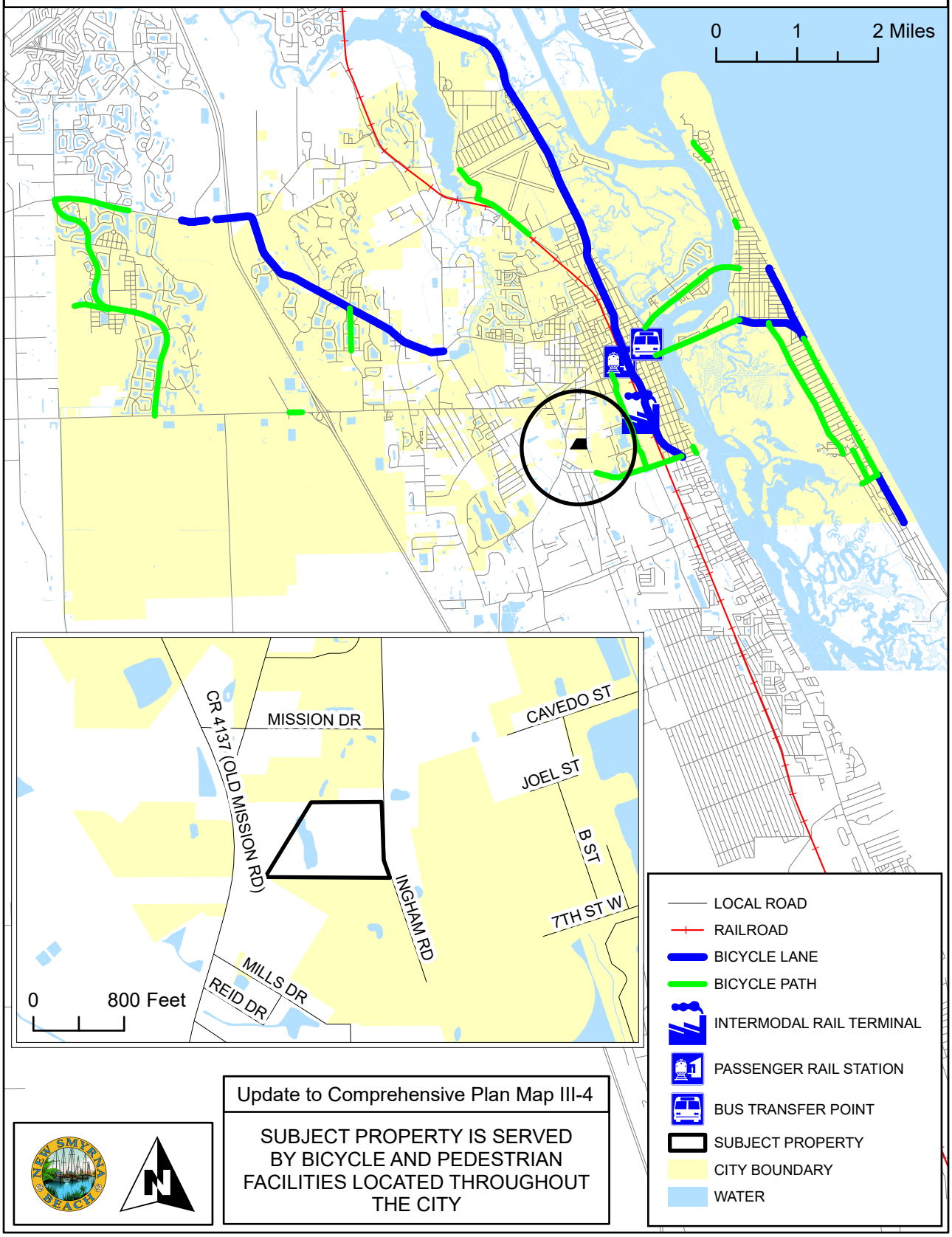


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-8-25

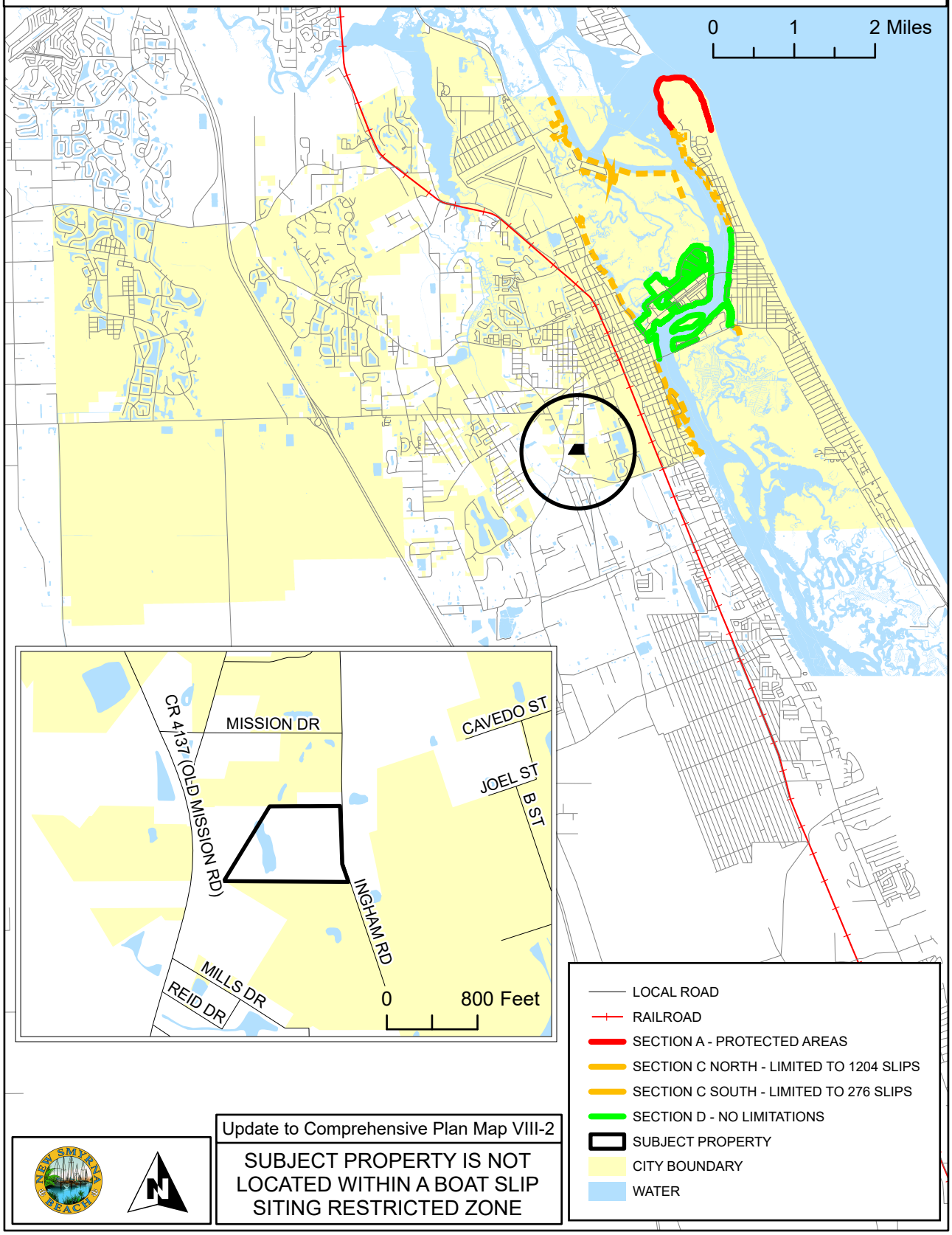


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-8-25

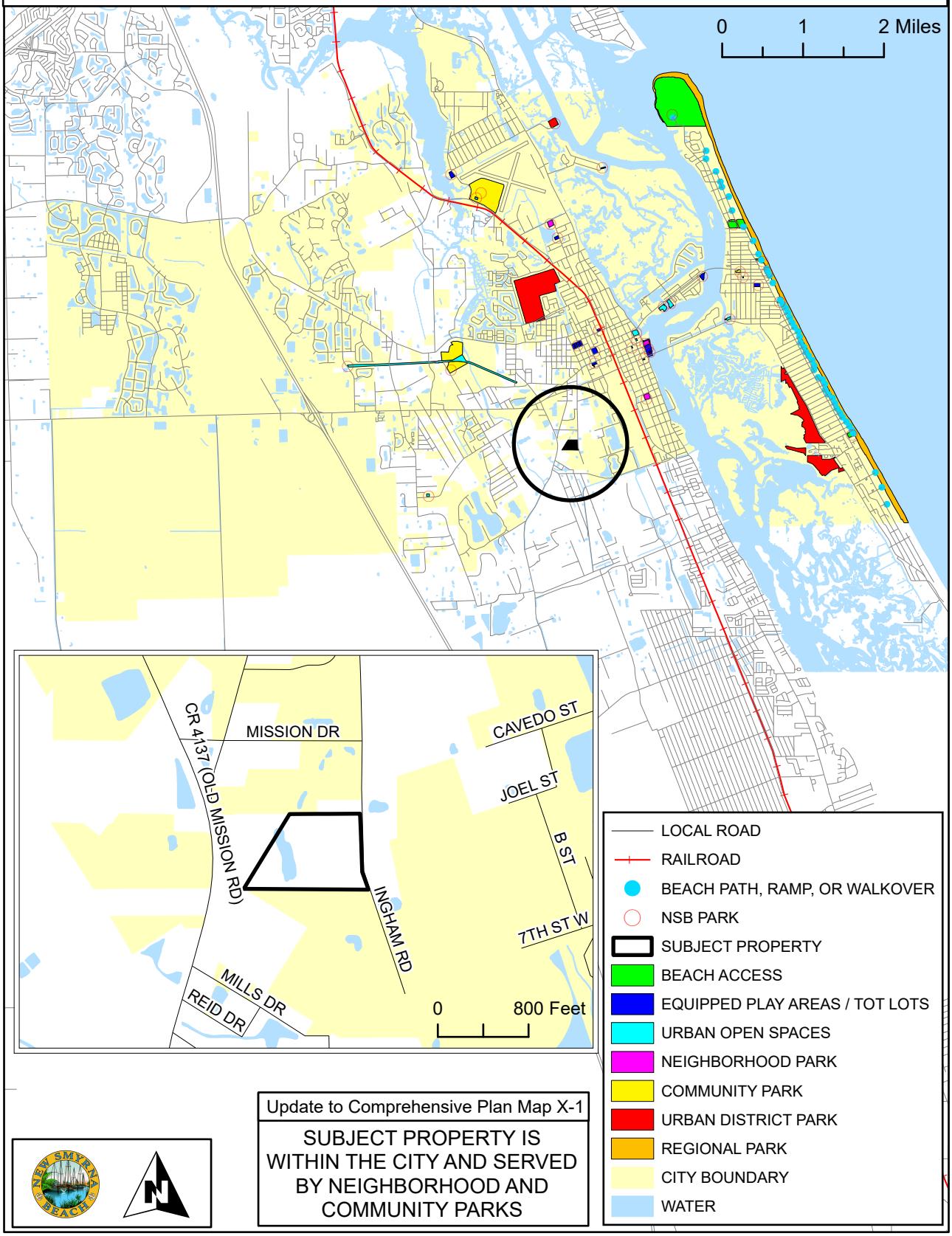


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-8-25

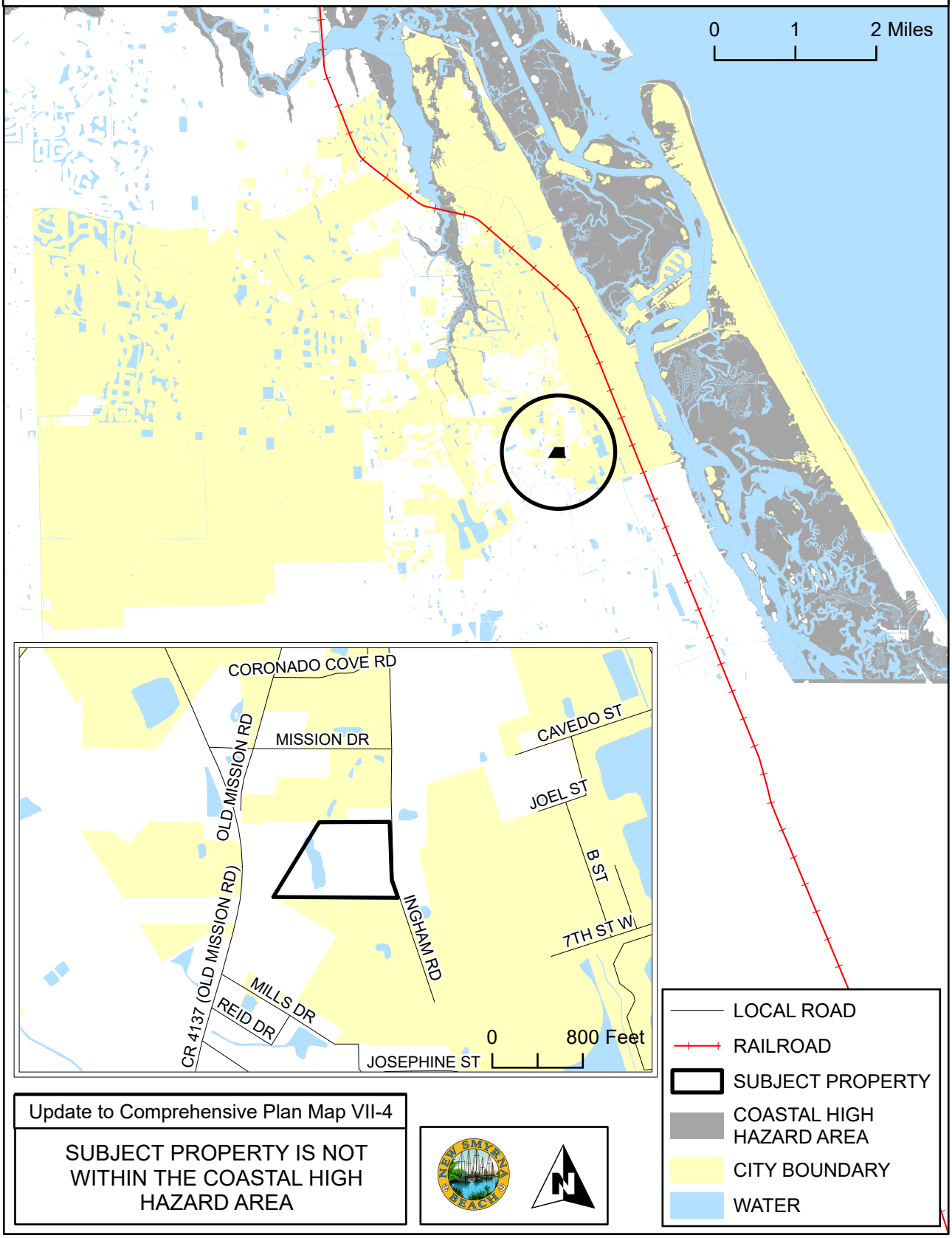


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-8-25

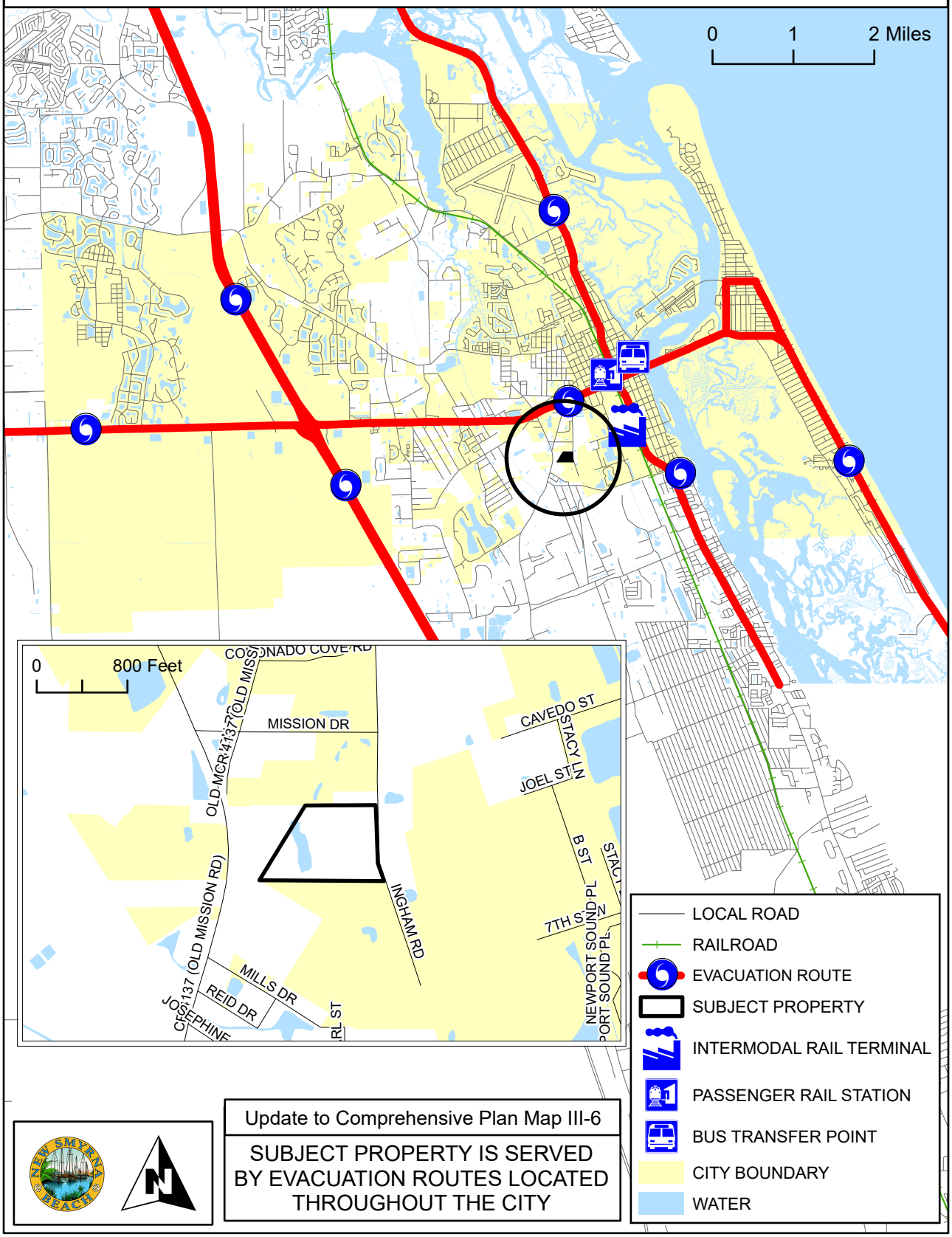


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-8-25

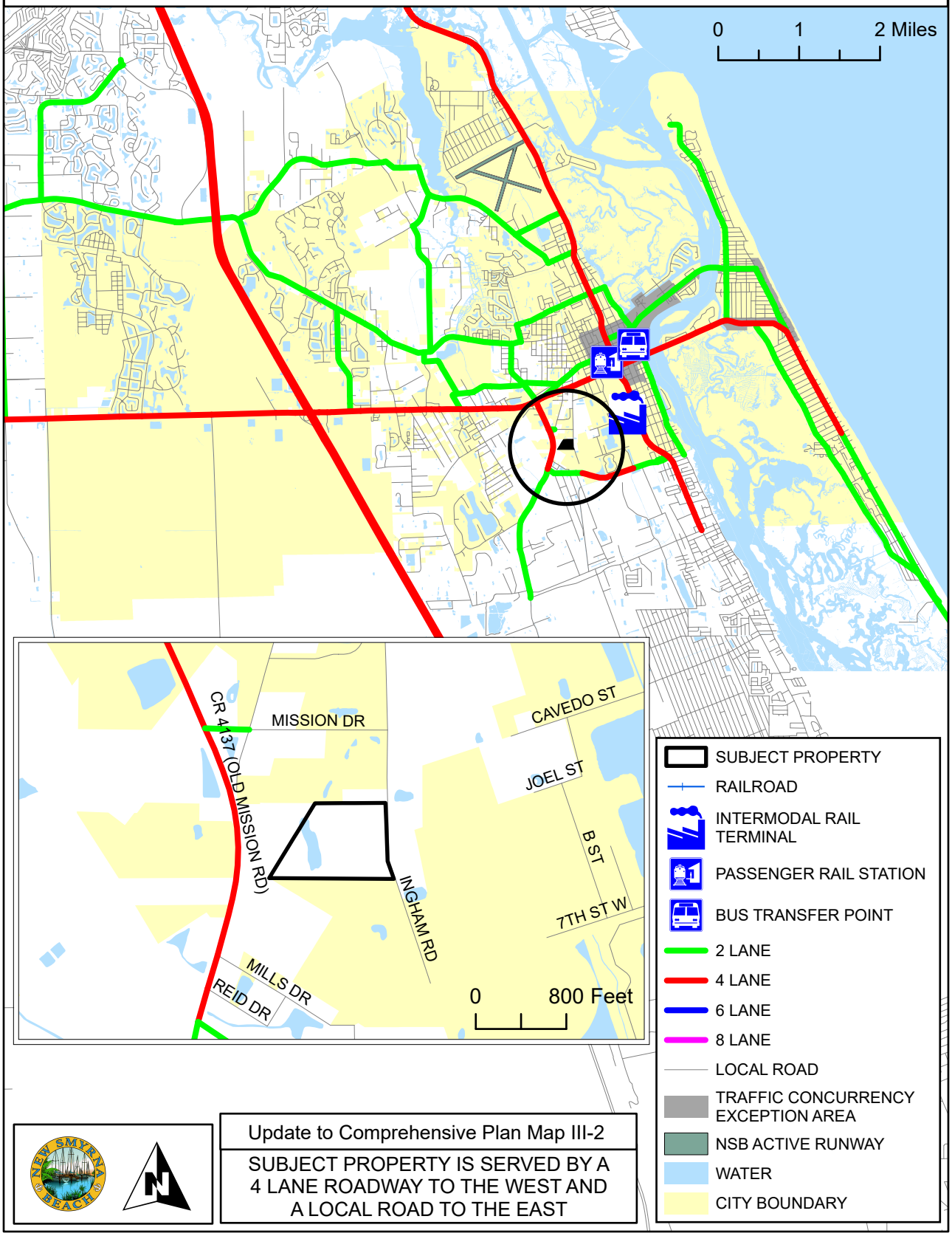


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-8-25

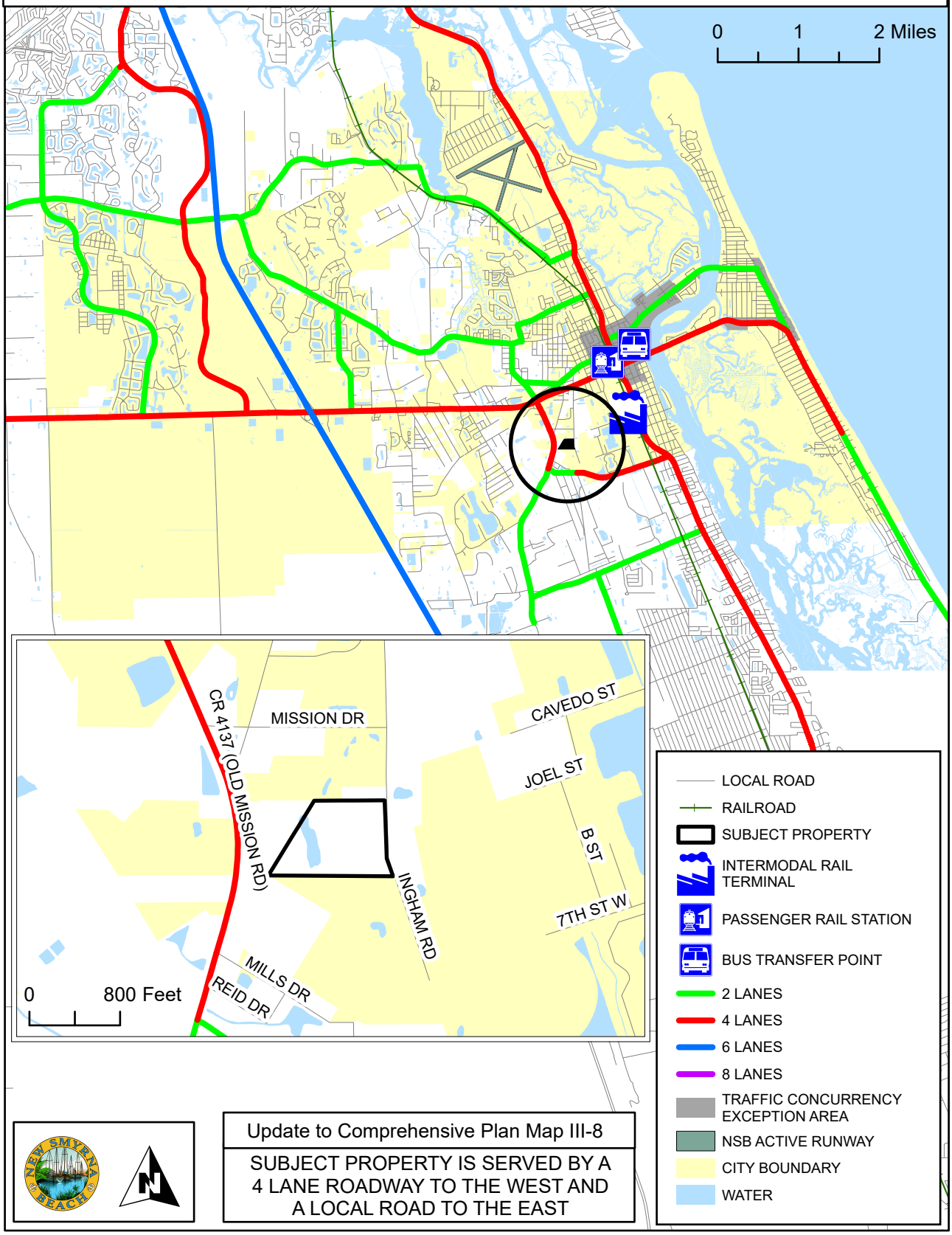


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-8-25

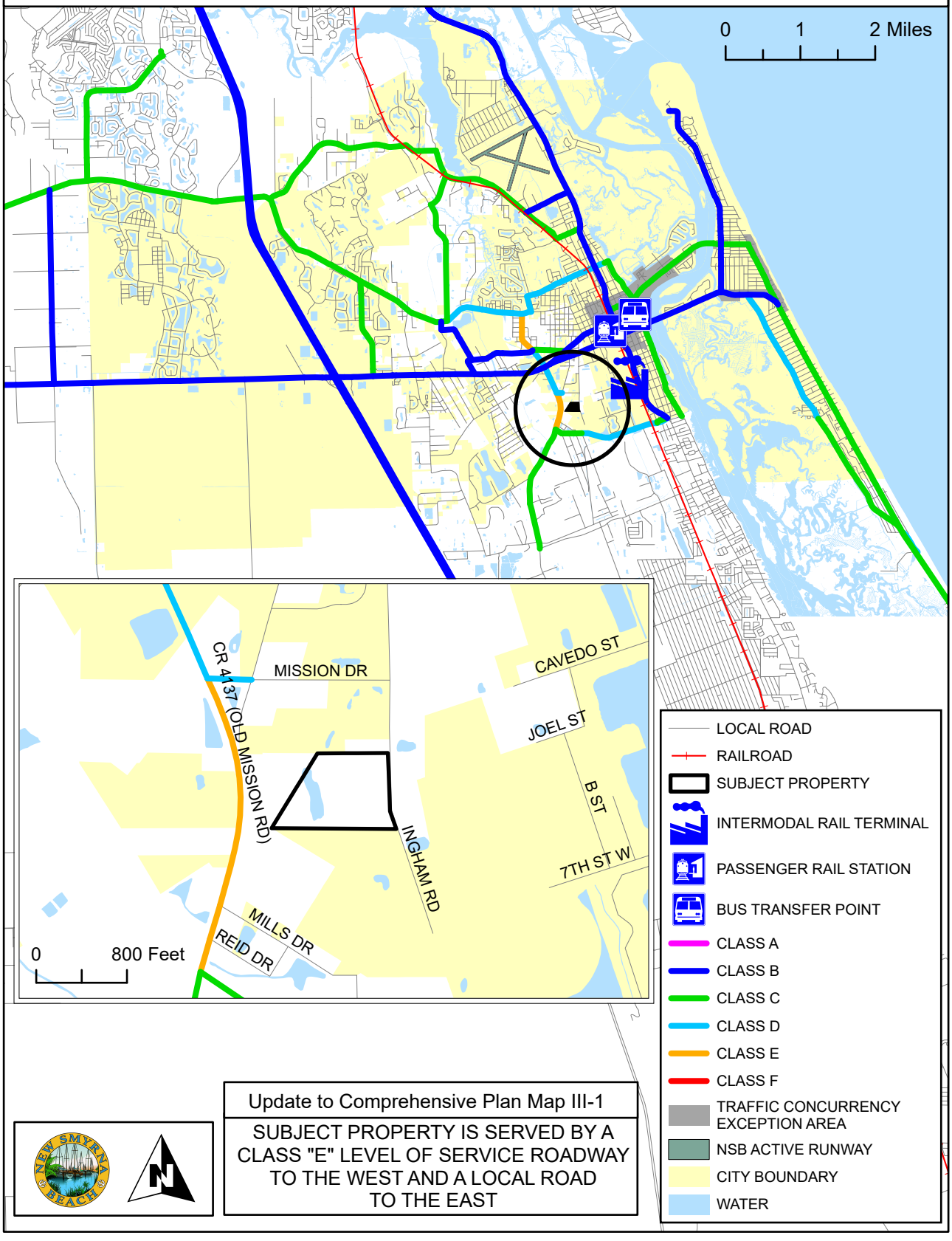


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-8-25

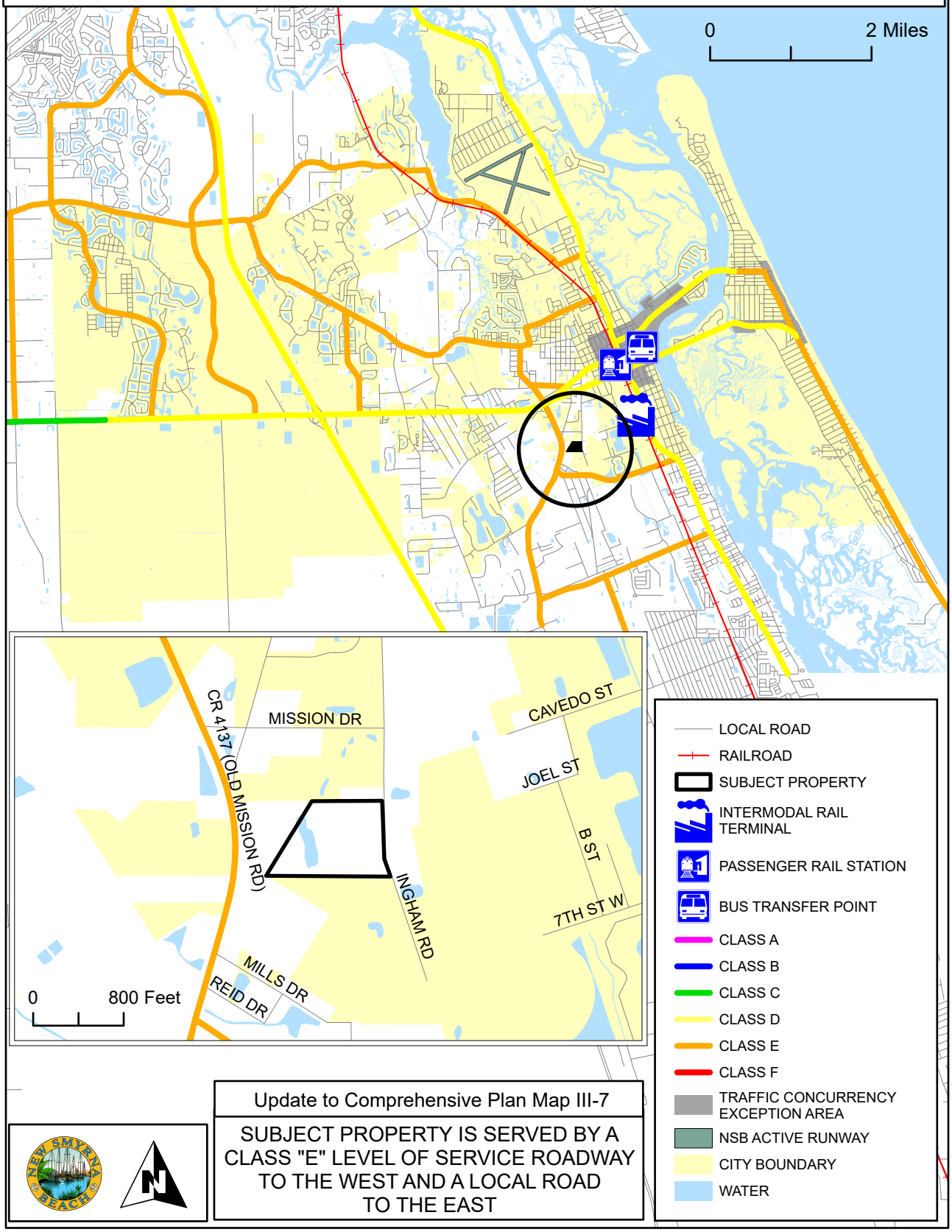


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

LEVEL OF SERVICE - 2025

A-8-25

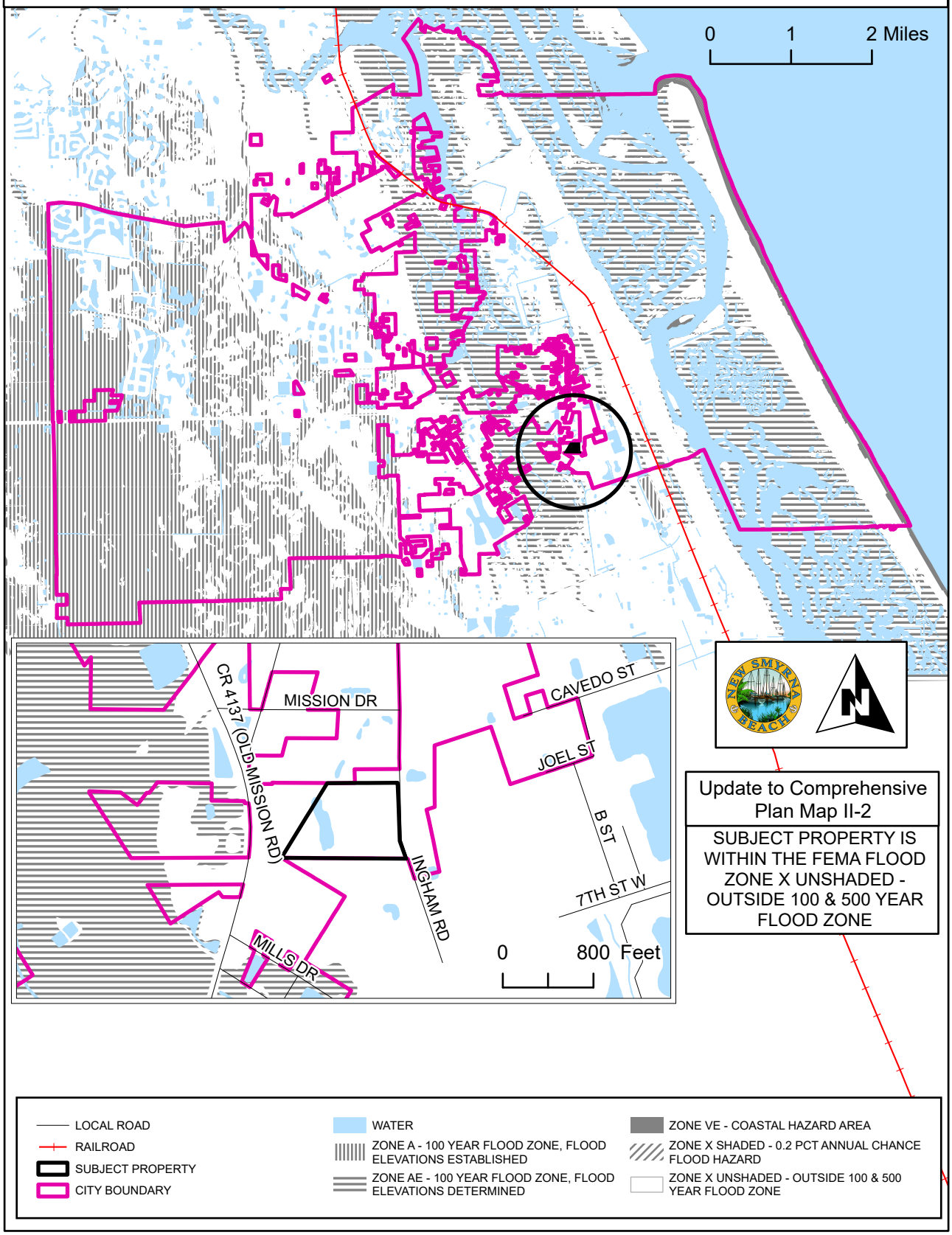


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

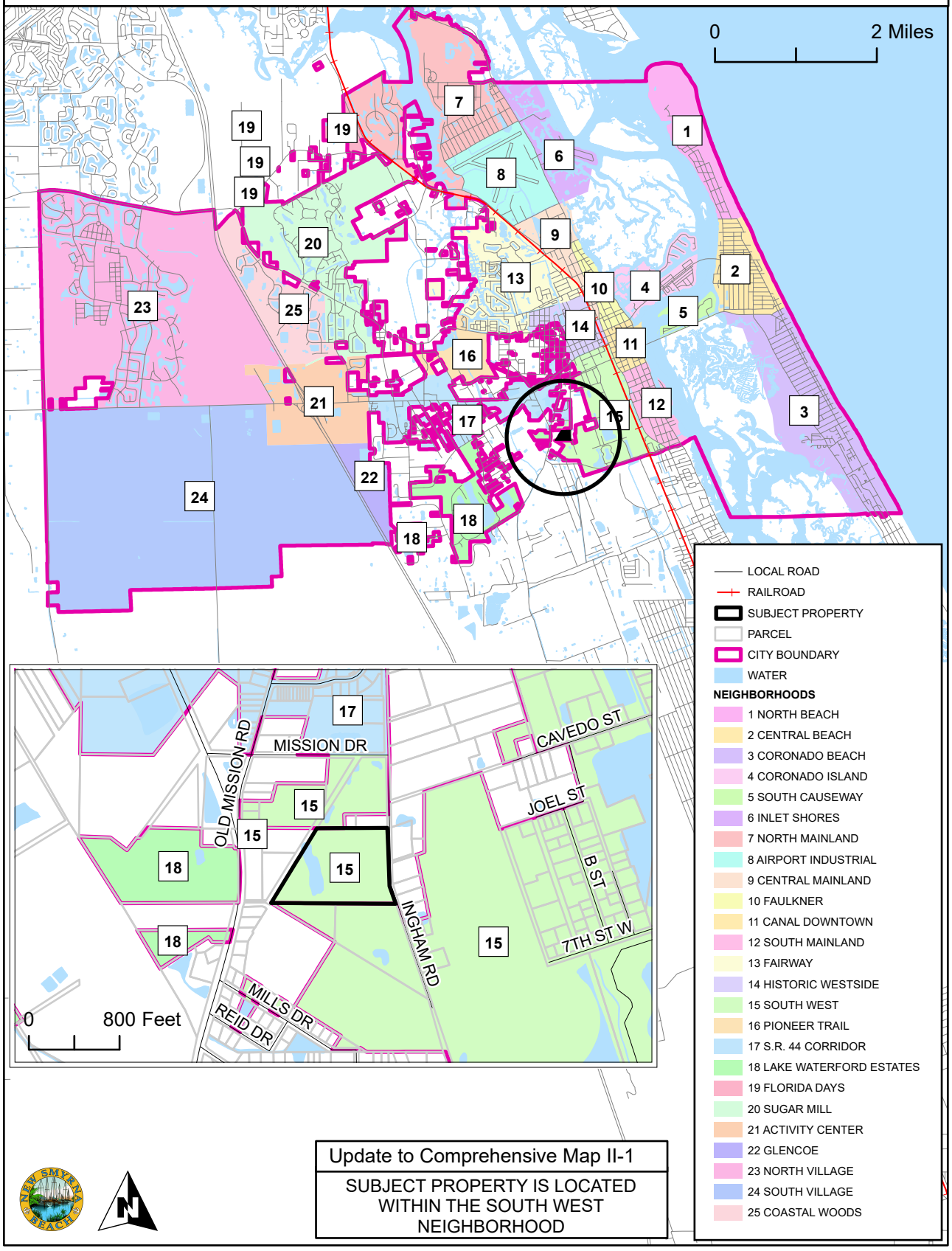
FLOOD PRONE AREAS

A-8-25



NEIGHBORHOODS

A-8-25

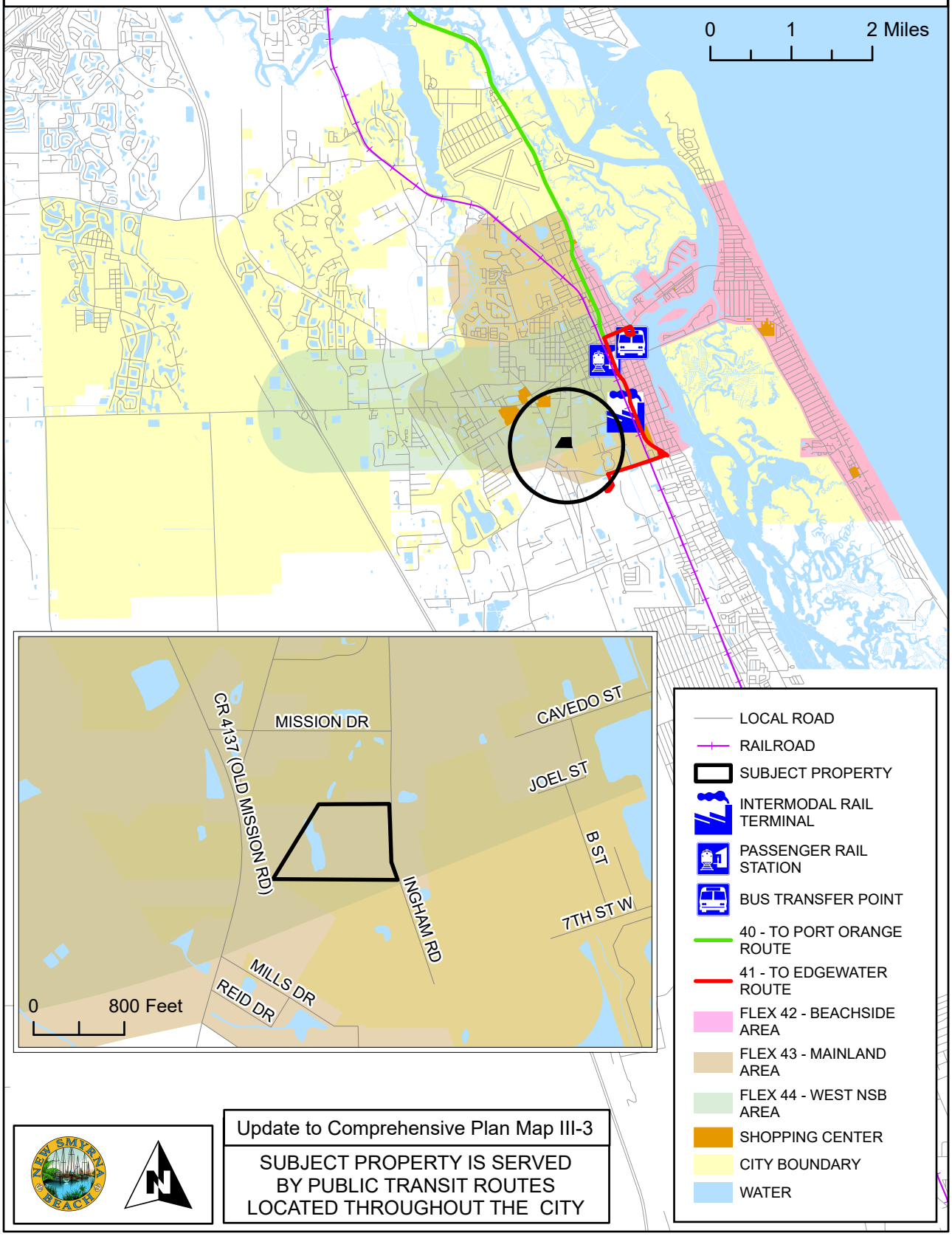


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE SOUTH WEST NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-8-25

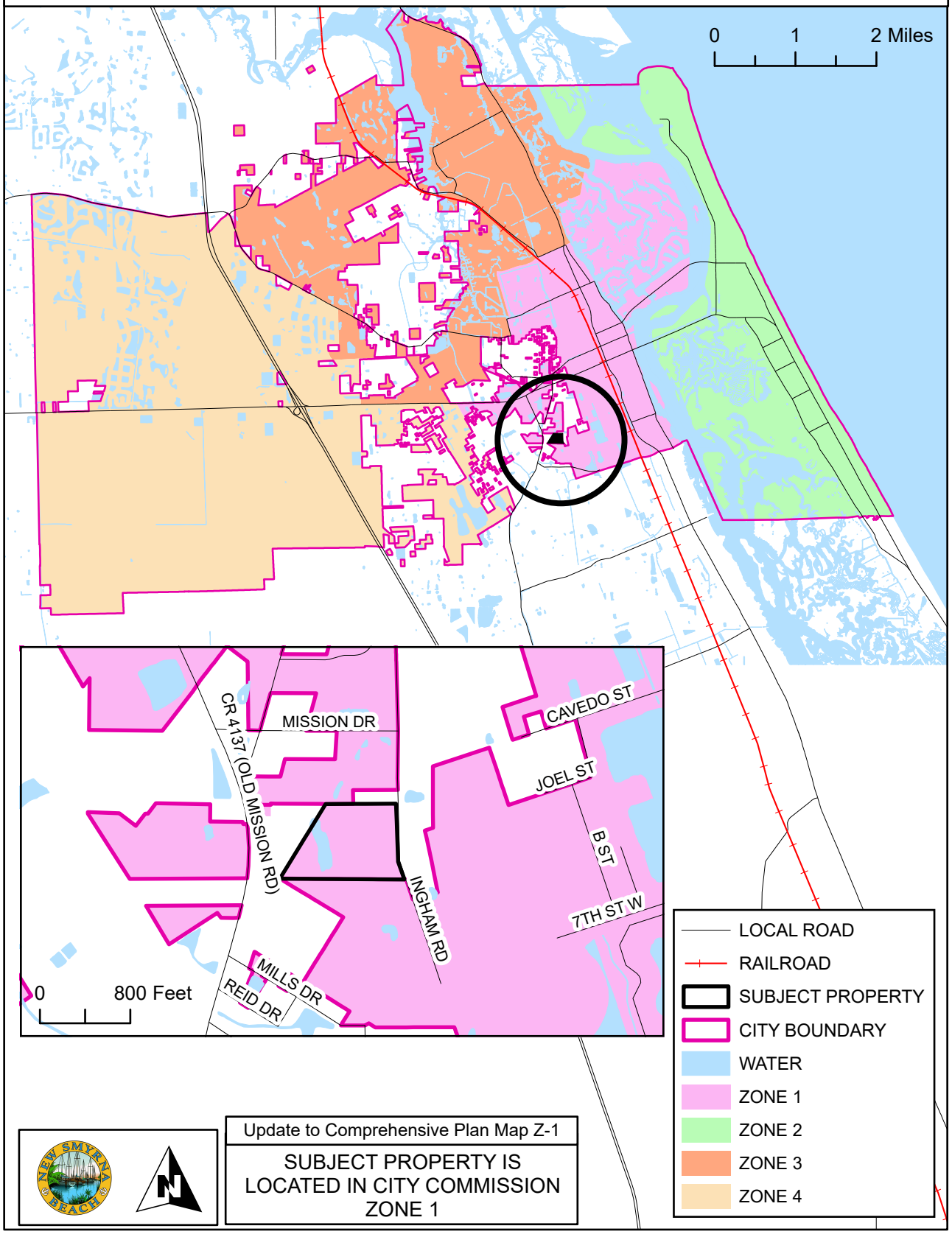


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

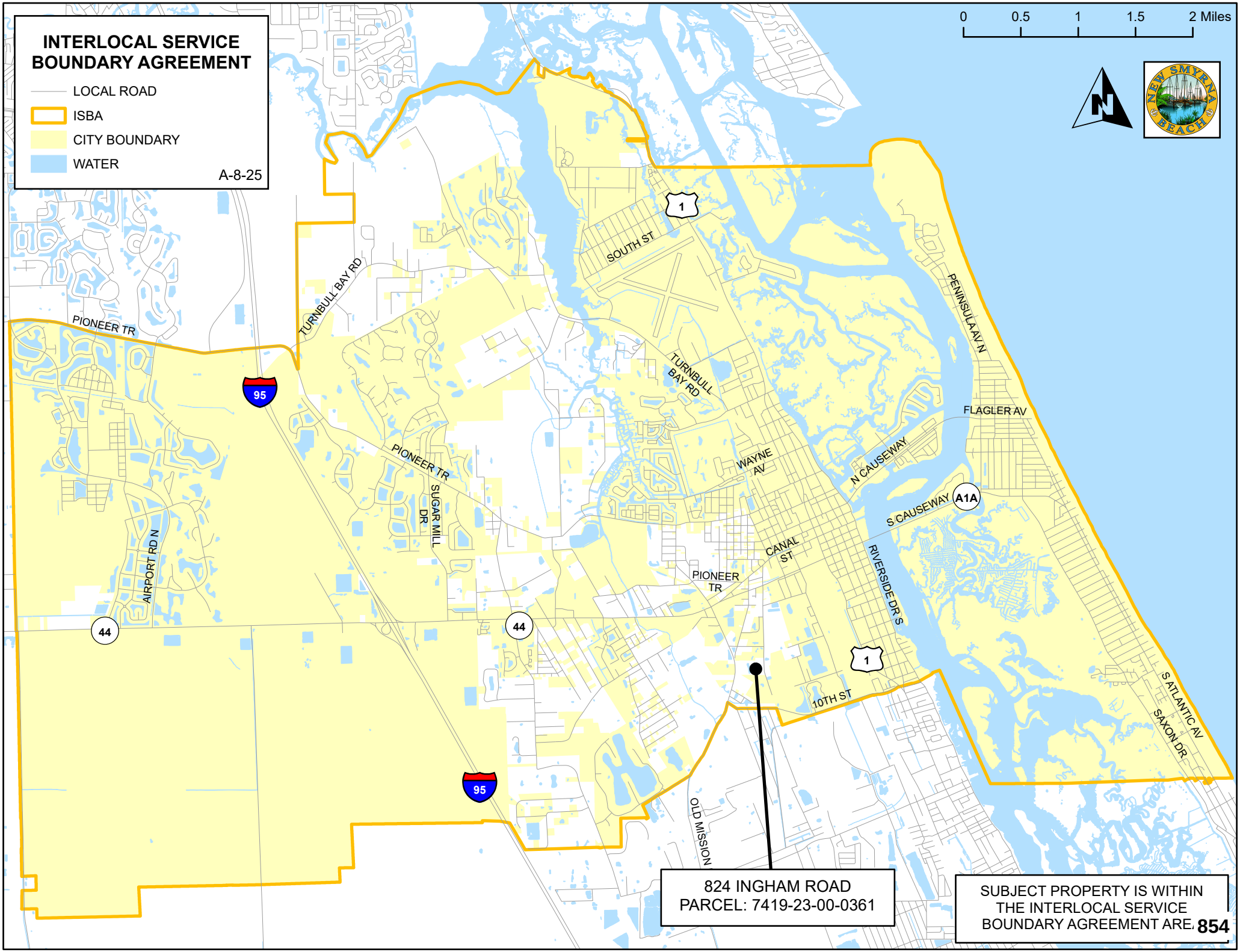
COMMISSION ZONES

A-8-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION
95
44
1
824 INGHAM ROAD
PARCEL: 7419-23-00-0361
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
854

LEGAL DESCRIPTION

Address:
824 Ingham Road, New Smyrna Beach, Florida 32168

Parcel Number
7419-23-00-0361

AltKey Number:
3813308

Metes and Bounds by William D. Donley, Land Surveyor

LOT 36, THE MODEL LAND CO. AT NEW SMYRNA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 9, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 741923000361

File Number: 186-28500

Consideration: $525,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 22 **day of August, 2023**, between

FBCH Land Holdings, Inc., a Florida not-for Profit Corporation
whose post office address is **1015 Sikes Boulevard, Lakeland, FL 33815**, grantor,

and

Sowa Properties, LLC, A Florida Limited Liability Company
whose post office address is **208 Canova Drive, 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 the **Volusia County, Florida**, to-wit:

Lot 36, THE MODEL LAND CO. AT NEW SMYRNA, according to the plat thereof as recorded in Map Book 4, Page 9, Public Records of Volusia County, Florida.

formerly described as:

Lot 36, MODEL LAND COMPANY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida, less and except the following: Begin at the intersection of the North line of said Lot 36, with the West line of Ingham Road; Thence Southerly and along the West line of Ingham Road, 165 feet; Thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; Thence Northerly and parallel to the aforesaid road 165 feet to the North line of said Lot 36; Thence Easterly along said North line 264 feet to the Point of Beginning.

and

A parcel of land in Lot 36, MODEL LAND COMPANY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida described as follows: Begin at the

intersection of the North line of said Lot 36, with the West line of Ingham Road; Thence Southerly and along the West line of Ingham Road, 165 feet; Thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; Thence Northerly and parallel to the aforesaid road 165 feet to the North line of said Lot 36; Thence Easterly along said North line 264 feet to the Point of Beginning.

Parcel Identification Number: 741923000361

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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements 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:

Makeila Harrell
Witness Signature
Printed Name: Makeila Harrell

Ian M French
Witness Signature
Printed Name: Ian M French

FBCH Land Holdings, Inc., a Florida not-for Profit Corporation

By: _____
David Whitman, Vice President

By: _____
Kimberly W. Bedwell, Vice President

State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of August, 2023, by **David Whiteman and Kimberly W. Bedwell, as Vice Presidents of FBCH Land Holdings, Inc., a Florida not-for Profit Corporation**, who are personally known to me or (✓) have produced Driver License as identification.

Ian M French
NOTARY PUBLIC (SEAL)

Printed Name: Ian M French

My Commission Expires: 1/13/2027

IAN M FRENCH
Notary Public - State of Florida
Commission # HH 345471
My Comm. Expires Jan 13, 2027
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 70-25 Small Scale 824 Ingham Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 70-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 12.9± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF INGHAM ROAD, SOUTH OF MISSION DRIVE, ADDRESSED AS 824 INGHAM ROAD, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* TO CITY *LOW DENSITY RESIDENTIAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Matt Stolz and Sydney Kendrick, 10191 Dowden Road, Orlando, Florida 32832, applicant on behalf of SOWA Properties LLC, 208 Canova Road, New Smyrna Beach, Florida 32169, property owner, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 12.9± acres of property generally located on the west side of Ingham Road, south of Mission Drive, addressed as 824 Ingham Road, from Volusia County *Urban Low Intensity* to City *Low Density Residential*; to amend City Neighborhood Map II-1 to show the subject property is located within the South West Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class E level of service roadway to the west and local road to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the west and local road to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the west and a local road to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by 4-lane roadway to the west and a local road to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the 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 1; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on September 8, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* to City *Low Density Residential* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Low Intensity* to City *Low Density Residential.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within South West Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class E level of service roadway to the west and a local road to the east.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the west and a local road to the east.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the west and a local road to the east.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by 4-lane roadway to the west and a local road to the east.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe 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 1.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on October 28, 2025, at 6:30 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: 9/30/2025

EXISTING FUTURE LAND USE DESIGNATIONS

A-8-25

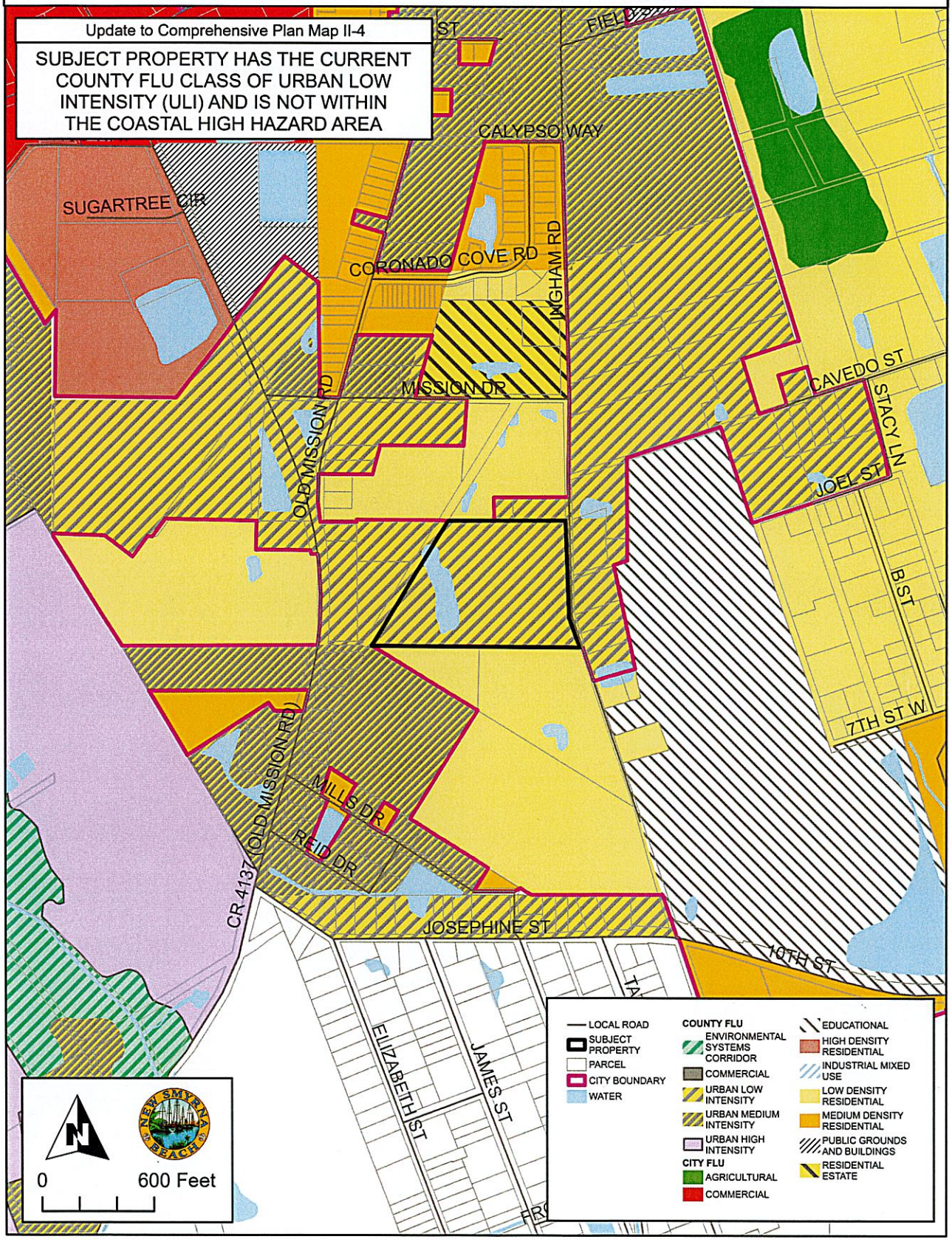


EXHIBIT "A"

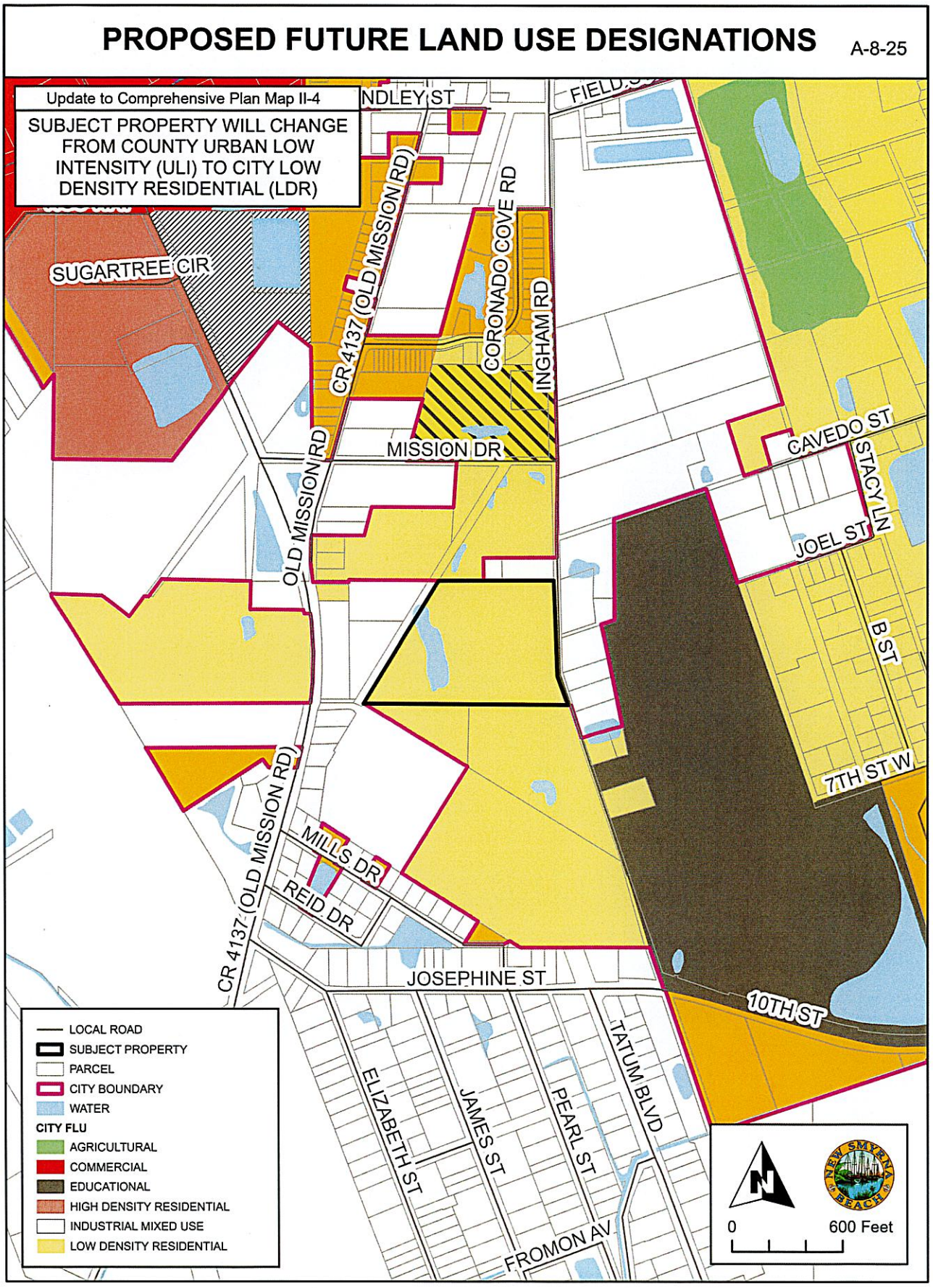

PROPOSED FUTURE LAND USE DESIGNATIONS
A-8-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN LOW INTENSITY (ULI) TO CITY LOW DENSITY RESIDENTIAL (LDR)
SUGARTREE CIR
CR 4137 (OLD MISSION RD)
CORONADO COVE RD
INGHAM RD
MISSION DR
OLD MISSION RD
CAVEDO ST
STACY LN
JOEL ST
B ST
7TH ST W
MILLS DR
REID DR
CR 4137 (OLD MISSION RD)
JOSEPHINE ST
10TH ST
ELIZABETH ST
JAMES ST
PEARL ST
TATUM BLVD
FROMON AV
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
AGRICULTURAL
COMMERCIAL
EDUCATIONAL
HIGH DENSITY RESIDENTIAL
INDUSTRIAL MIXED USE
LOW DENSITY RESIDENTIAL
N
0
600 Feet

EXHIBIT "B"

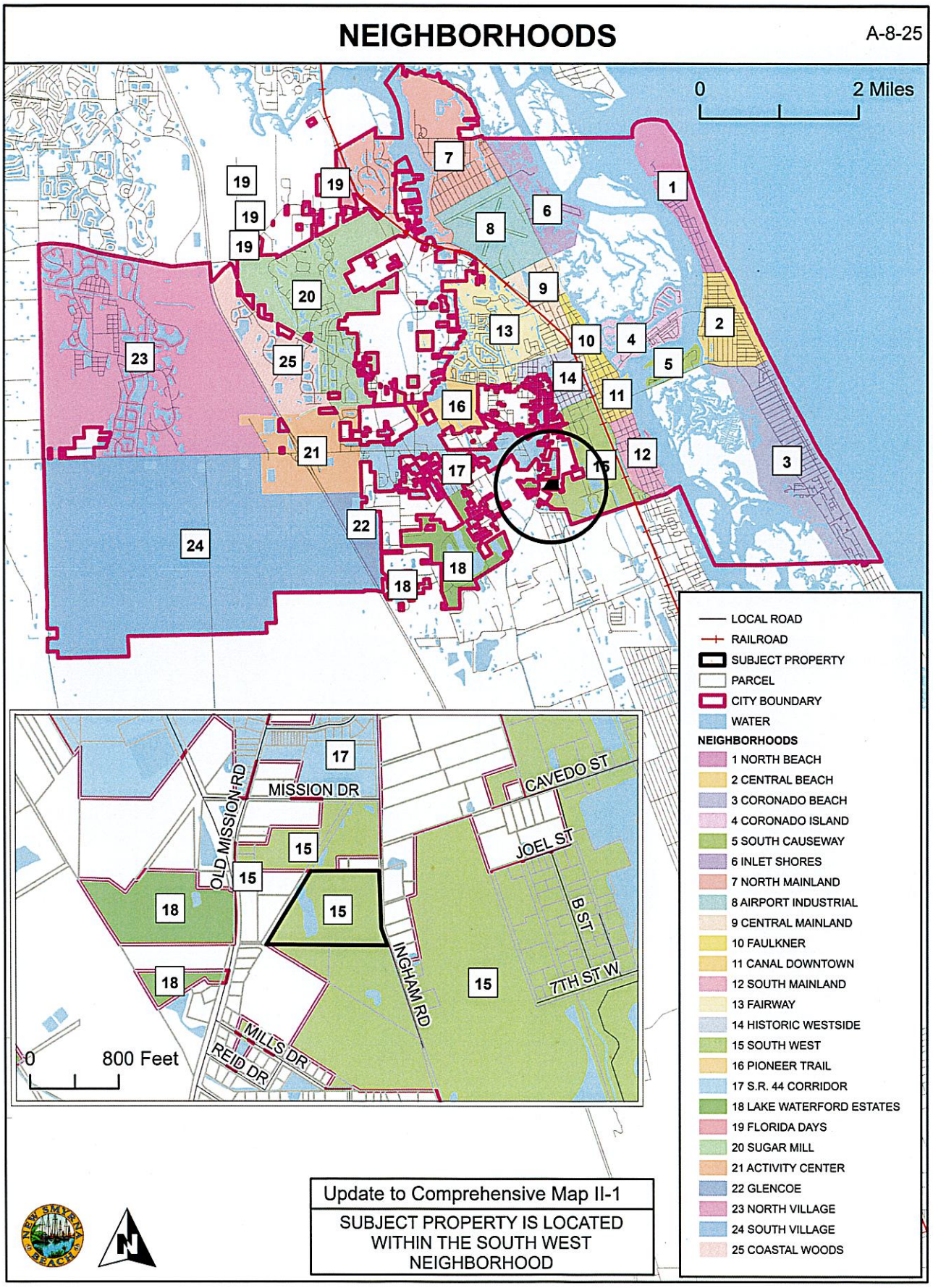

NEIGHBORHOODS
A-8-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
MISSION DR
OLD MISSION RD
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
MILLS DR
REID DR
0
800 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE SOUTH WEST NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-8-25

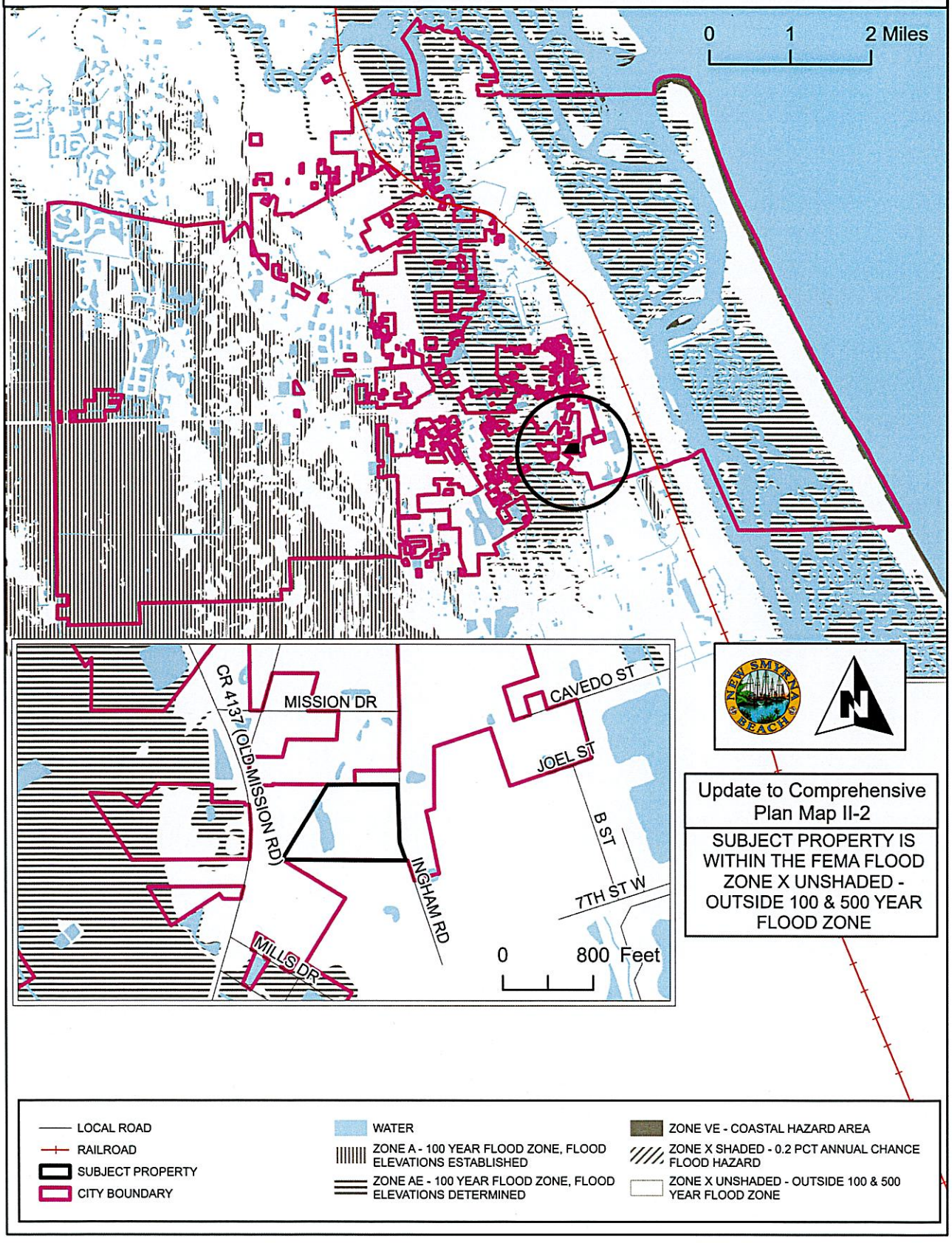


EXHIBIT "D"

EXISTING LAND USE DESIGNATIONS

A-8-25

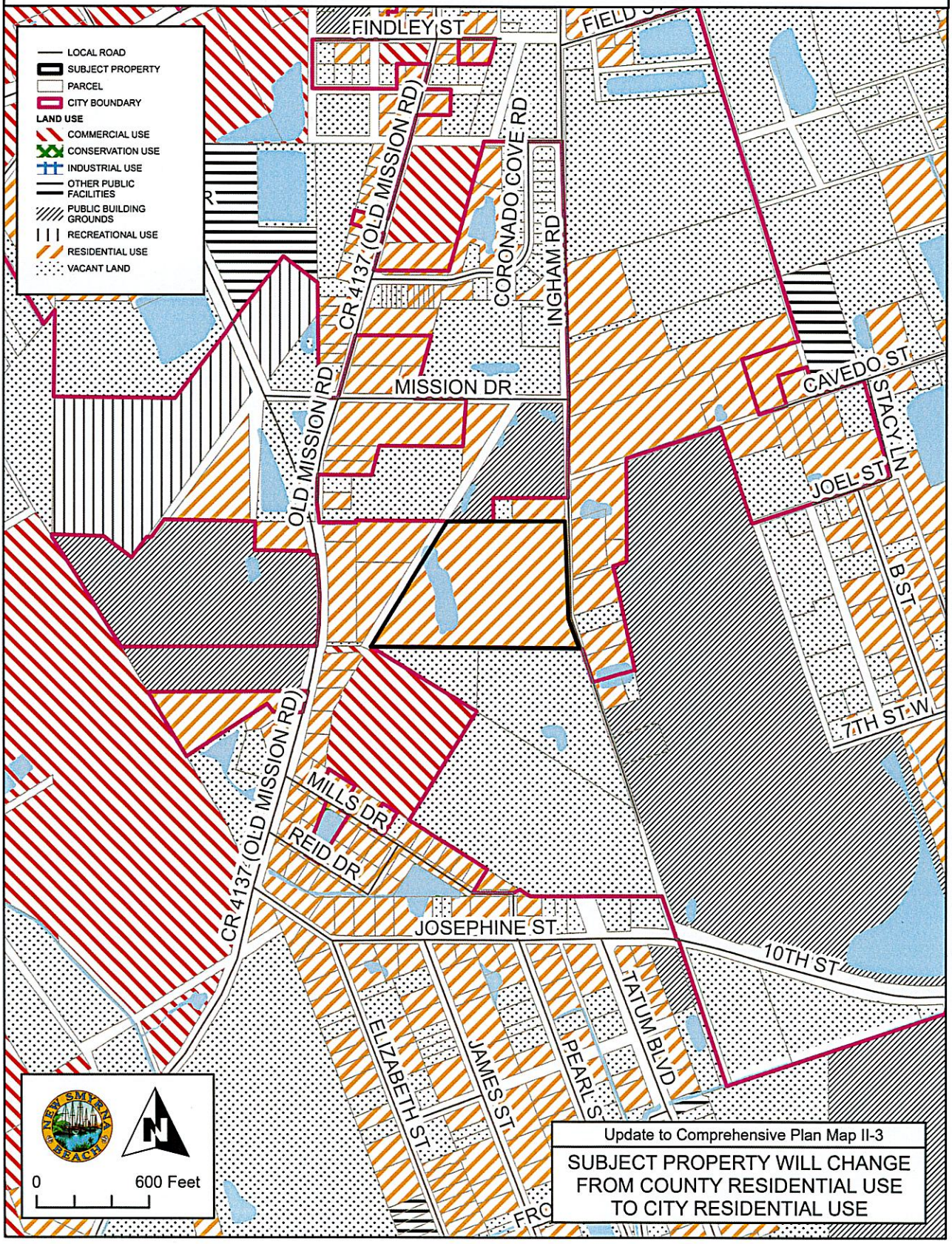


EXHIBIT "E"

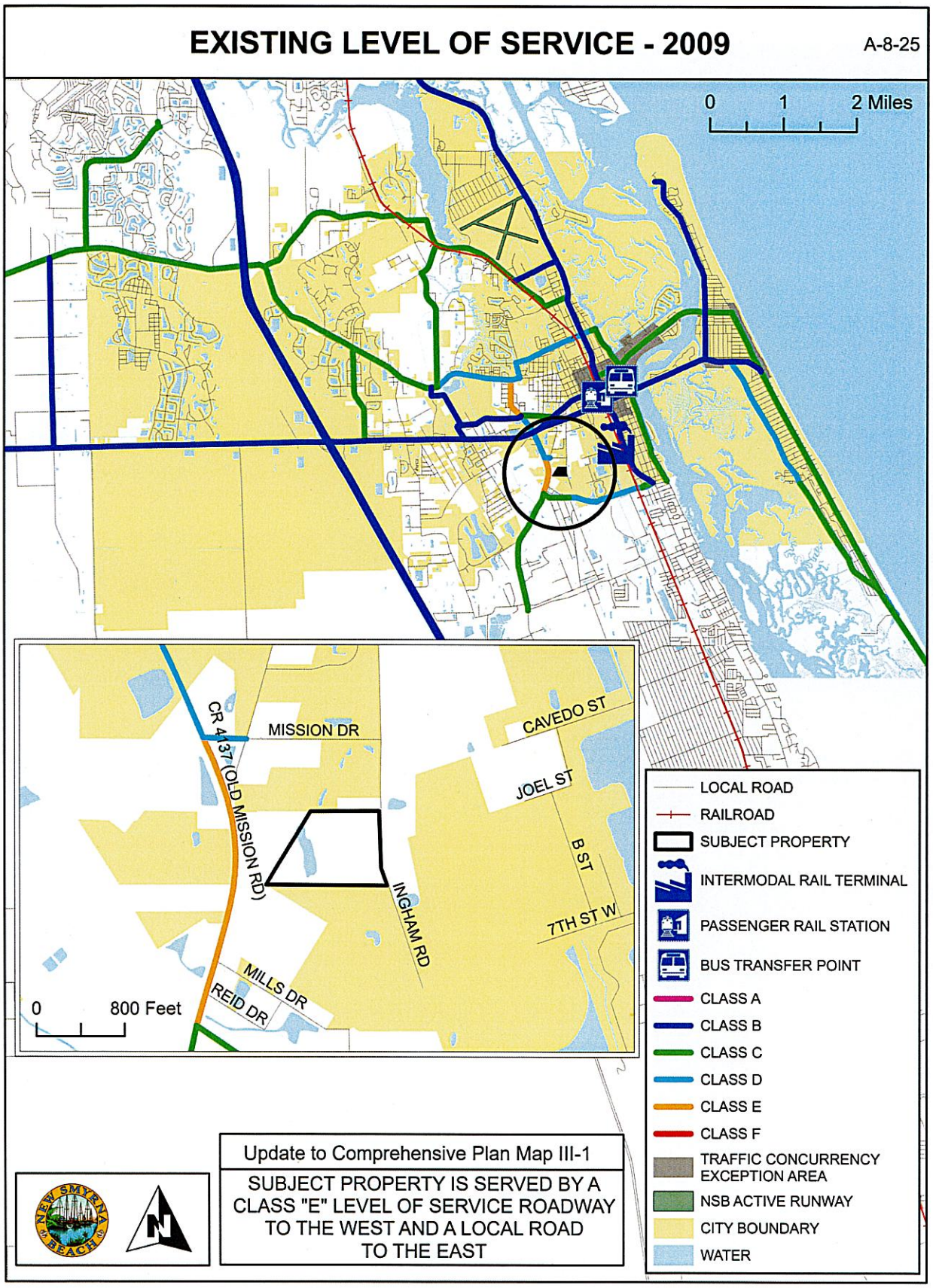

EXISTING LEVEL OF SERVICE - 2009
A-8-25
0 1 2 Miles
CR 4137 (OLD MISSION RD)
MISSION DR
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
MILLS DR
REID DR
0 800 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
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 "E" LEVEL OF SERVICE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

EXHIBIT "F"

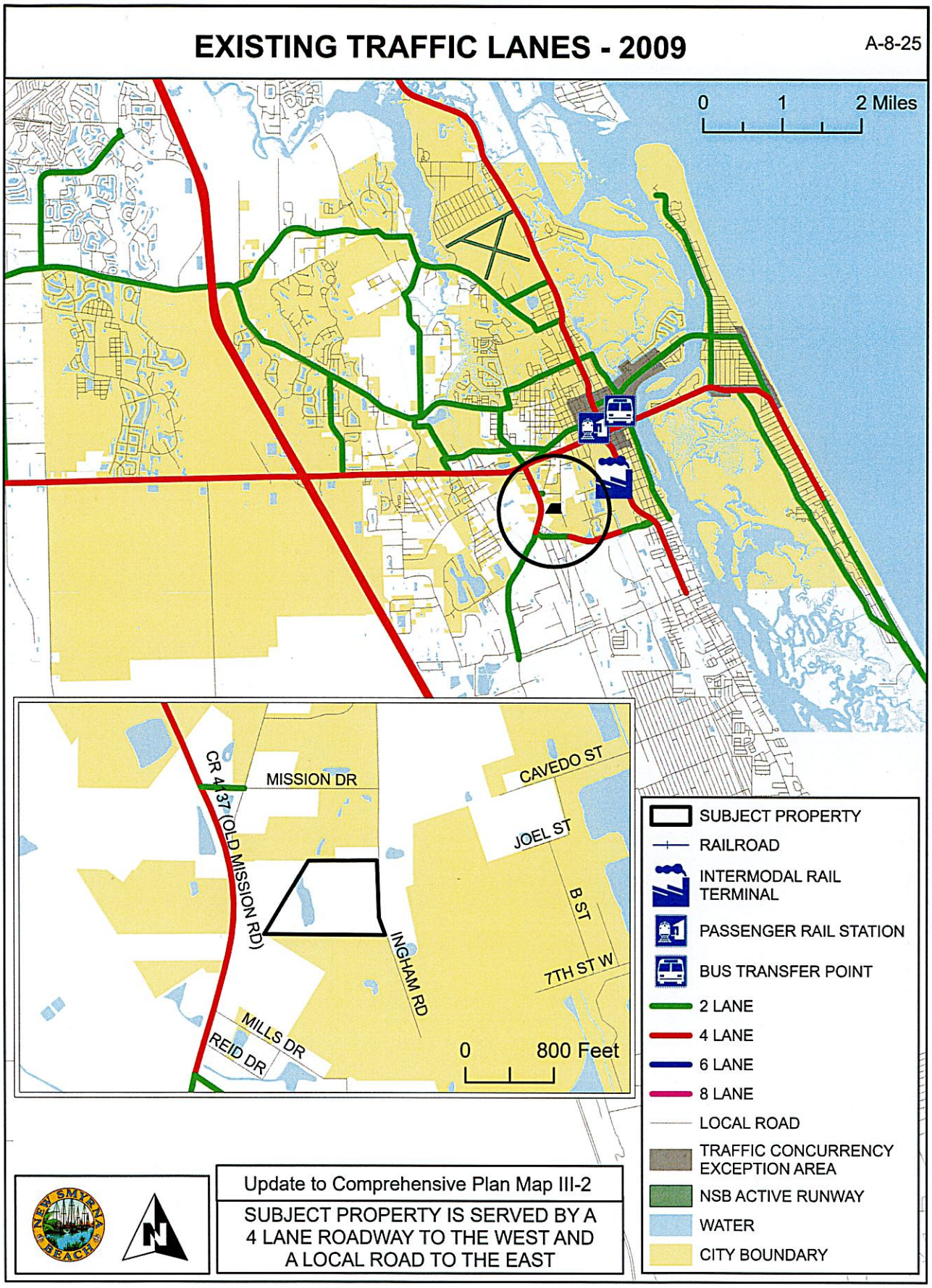
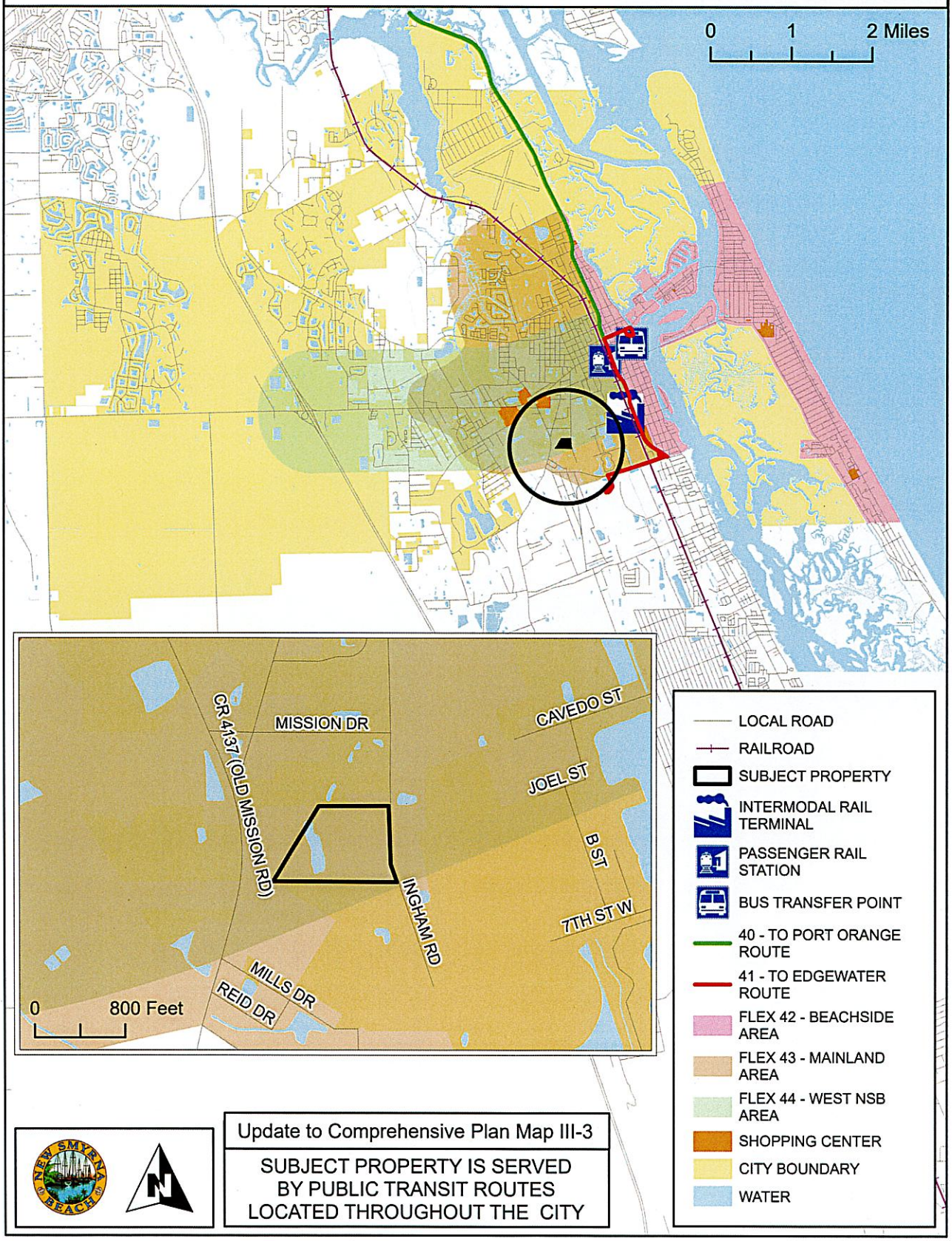

EXISTING TRAFFIC LANES - 2009
A-8-25
0 1 2 Miles
MISSION DR
CAVEDO ST
JOEL ST
B ST
7TH ST W
CR 4137 (OLD MISSION RD)
INGHAM RD
MILLS DR
REID DR
0 800 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-8-25

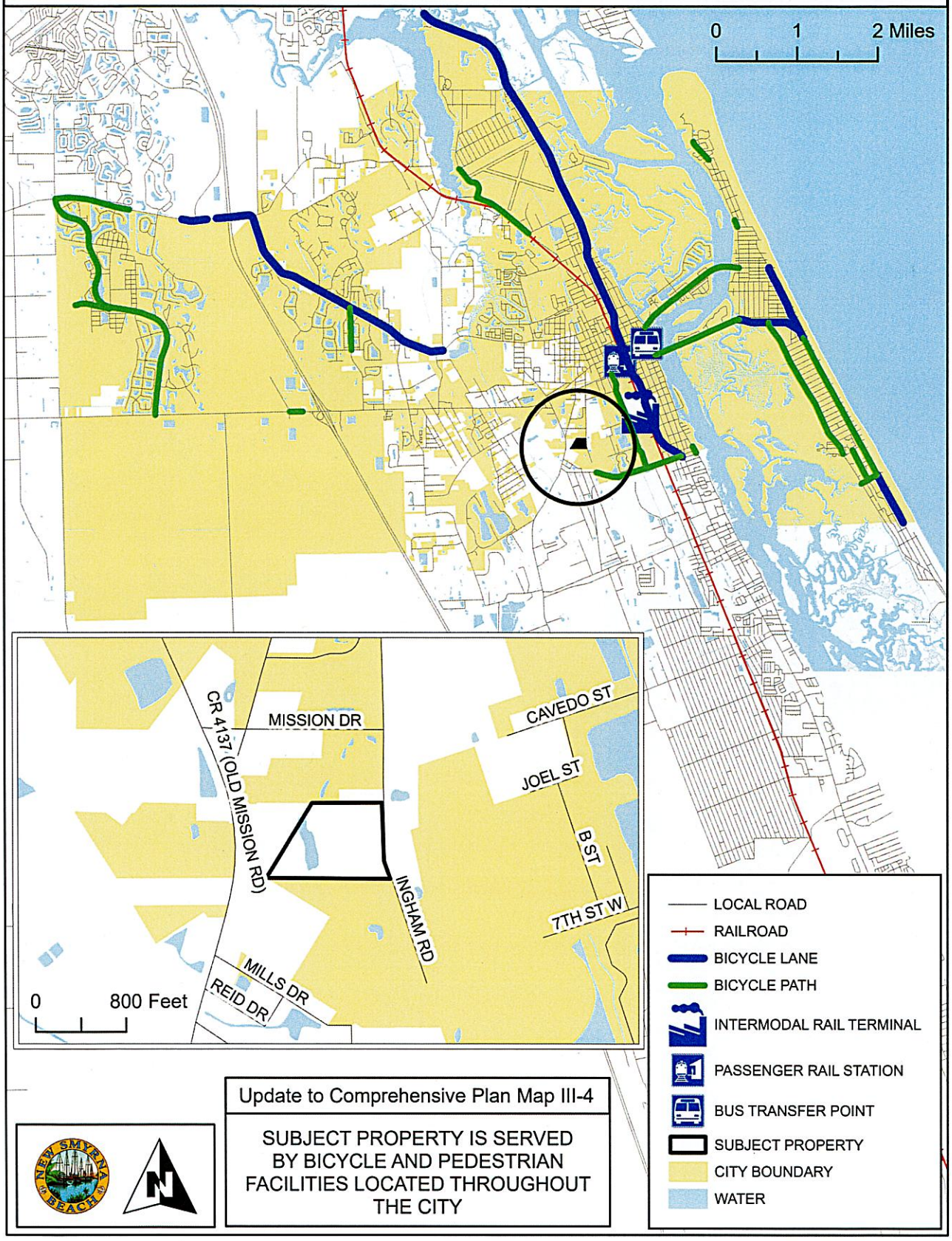


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

BICYCLE AND PEDESTRIAN FACILITIES

A-8-25



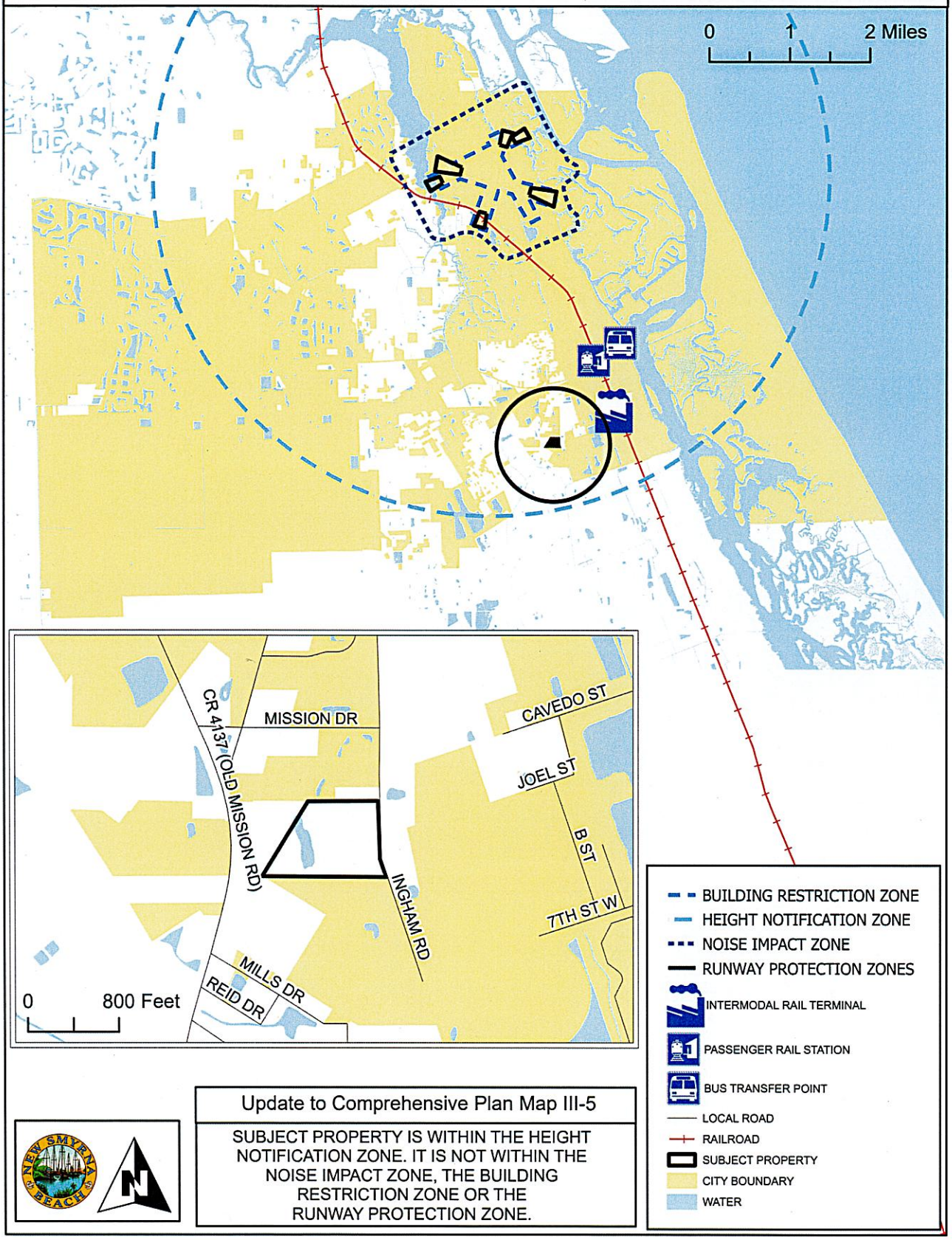
Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

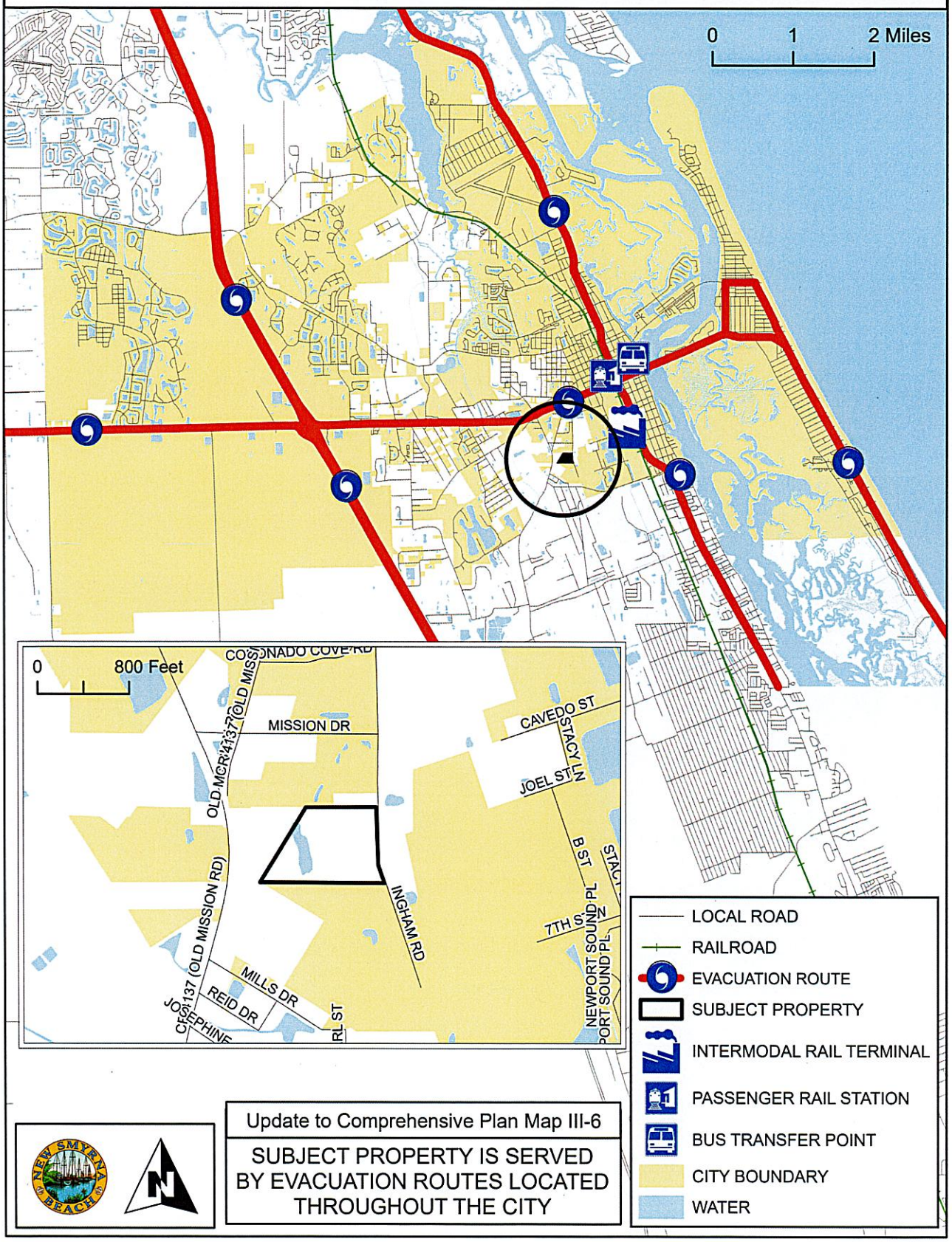
A-8-25



Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

A-8-25



Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

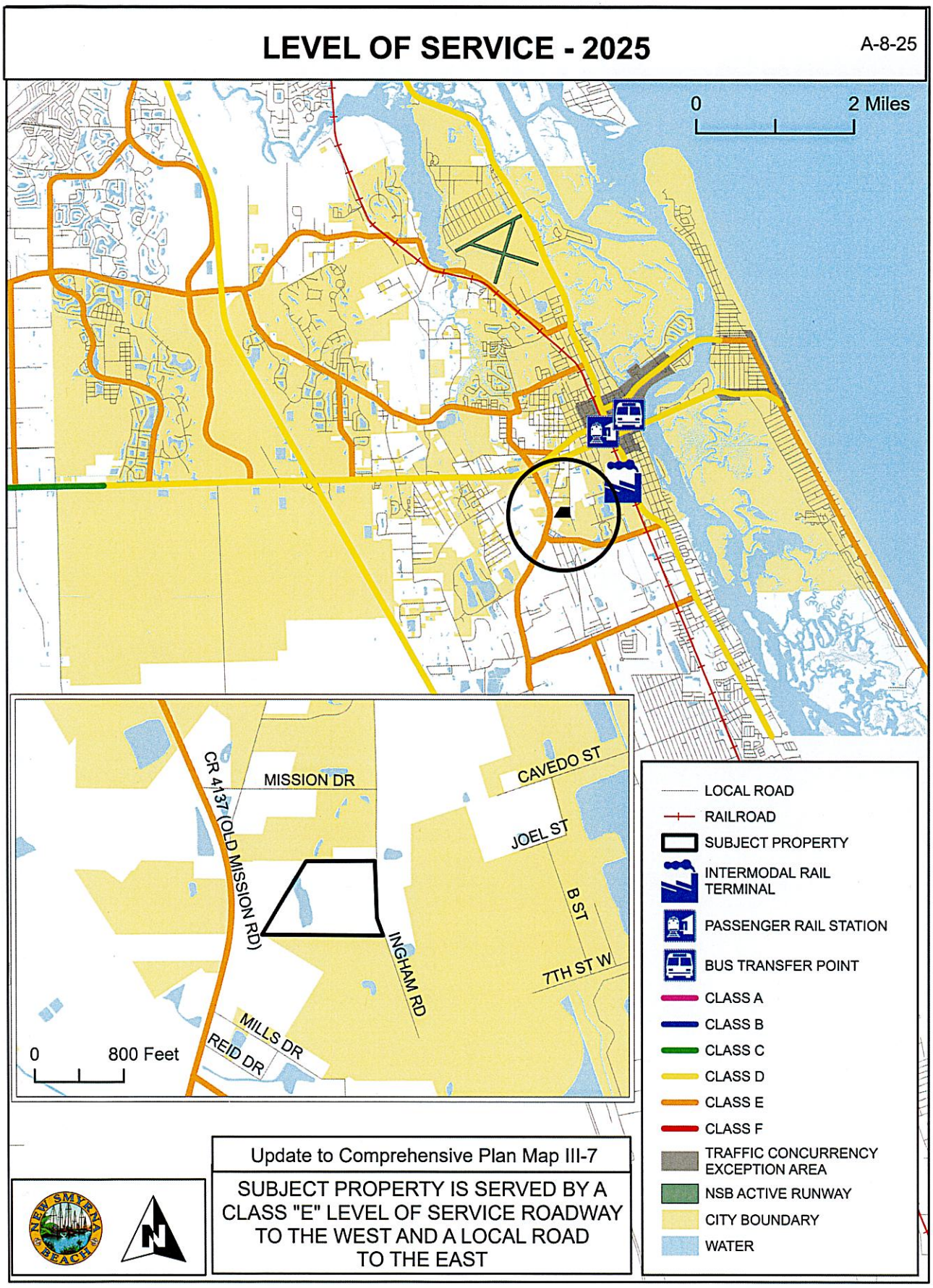

LEVEL OF SERVICE - 2025
A-8-25
0
2 Miles
A
MISSION DR
CR 4137 (OLD MISSION RD)
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
MILLS DR
REID DR
0
800 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
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 WEST AND A LOCAL ROAD TO THE EAST

EXHIBIT "L"

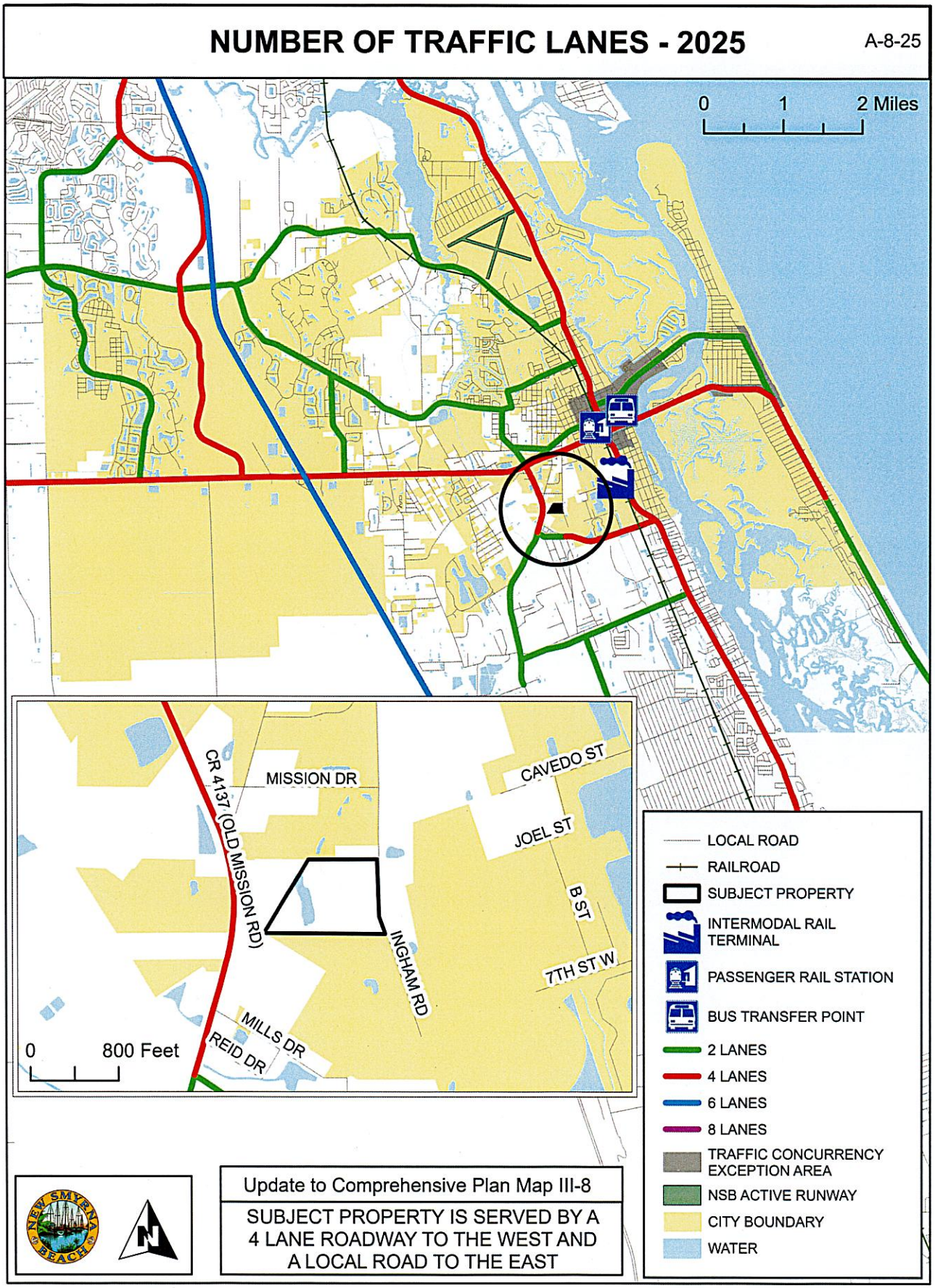
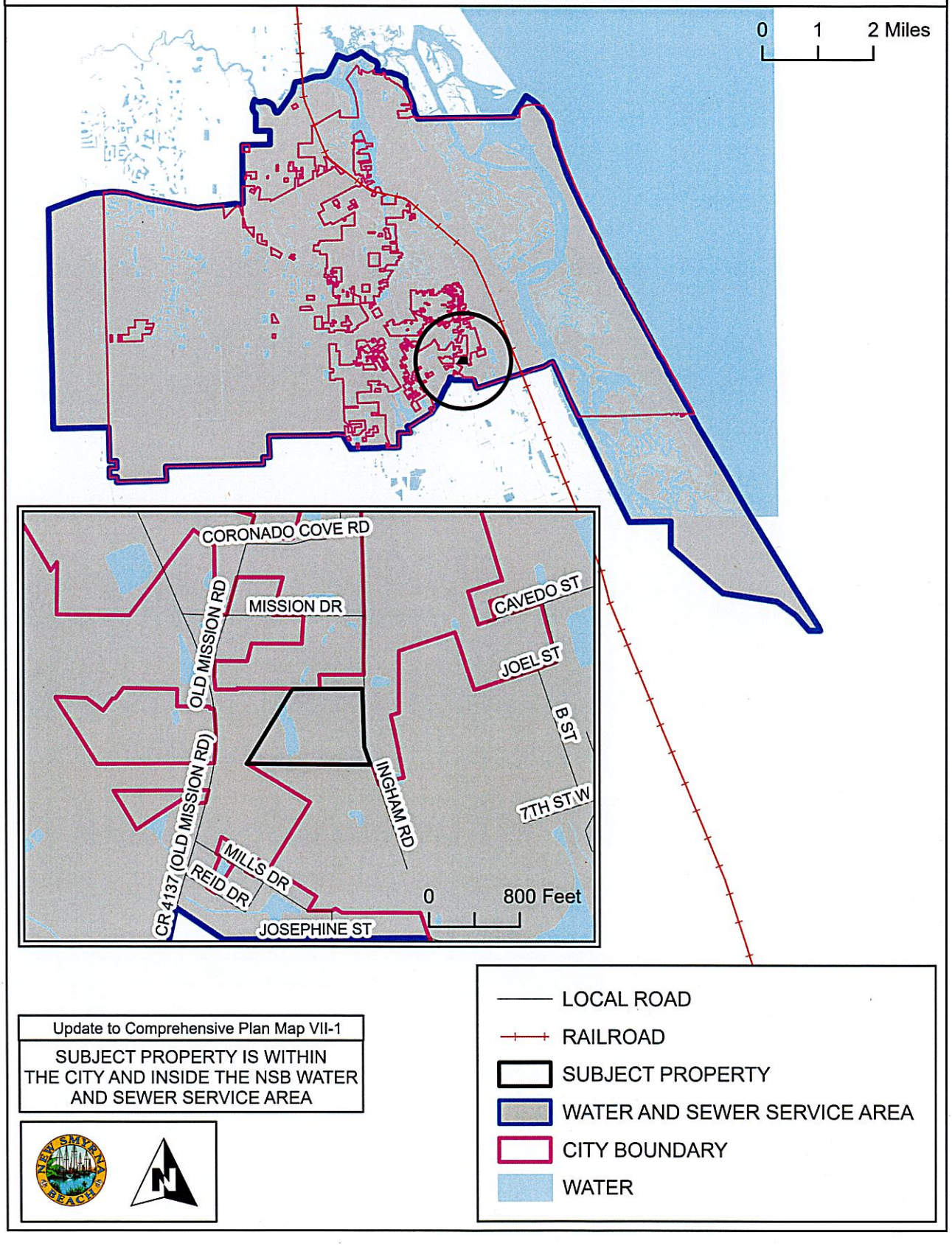

NUMBER OF TRAFFIC LANES - 2025
A-8-25
0 1 2 Miles
CR 4137 (OLD MISSION RD)
MISSION DR
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
MILLS DR
REID DR
0 800 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE WEST AND A LOCAL ROAD TO THE EAST

EXHIBIT "M"

WATER AND SEWER SERVICE AREA

A-8-25

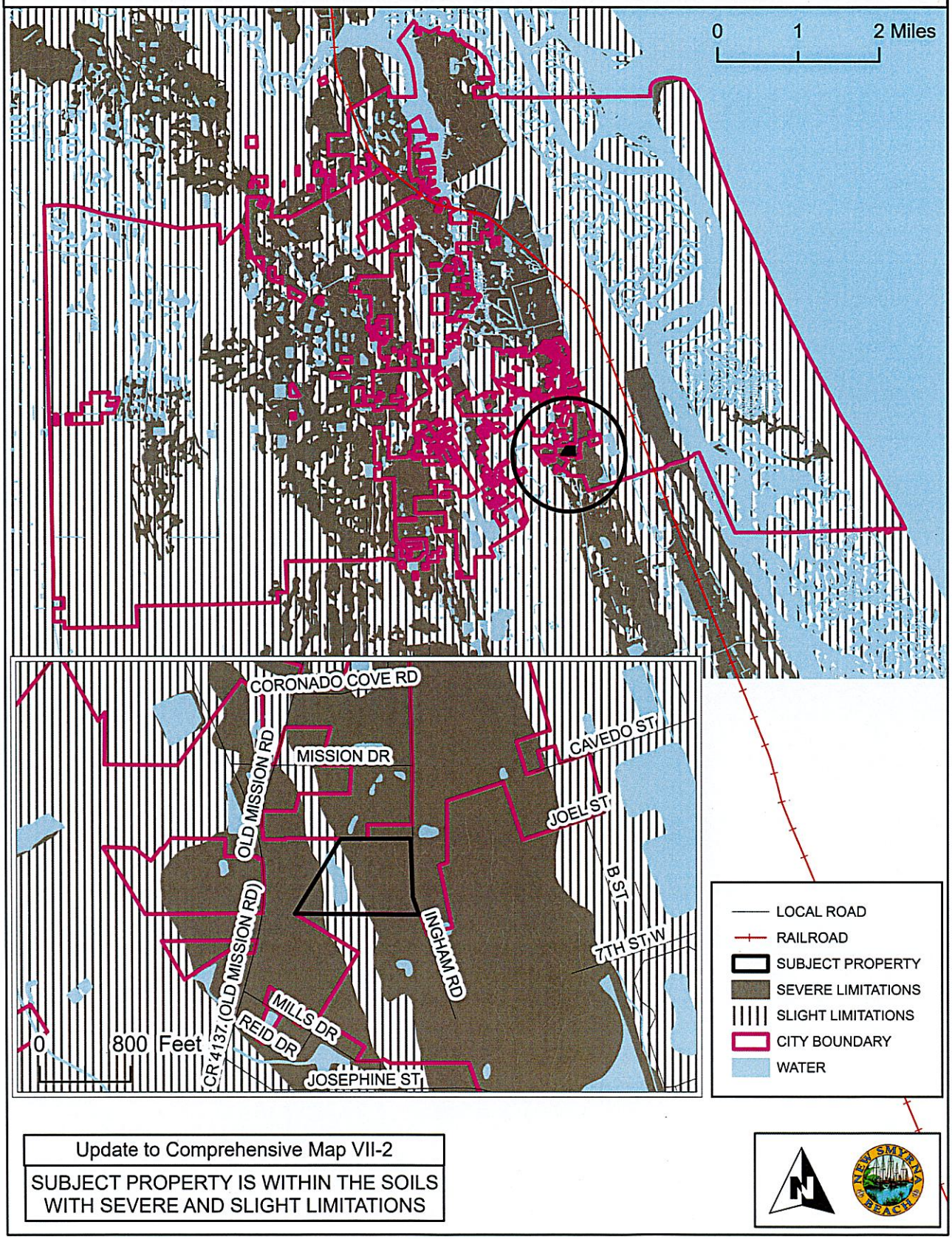


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

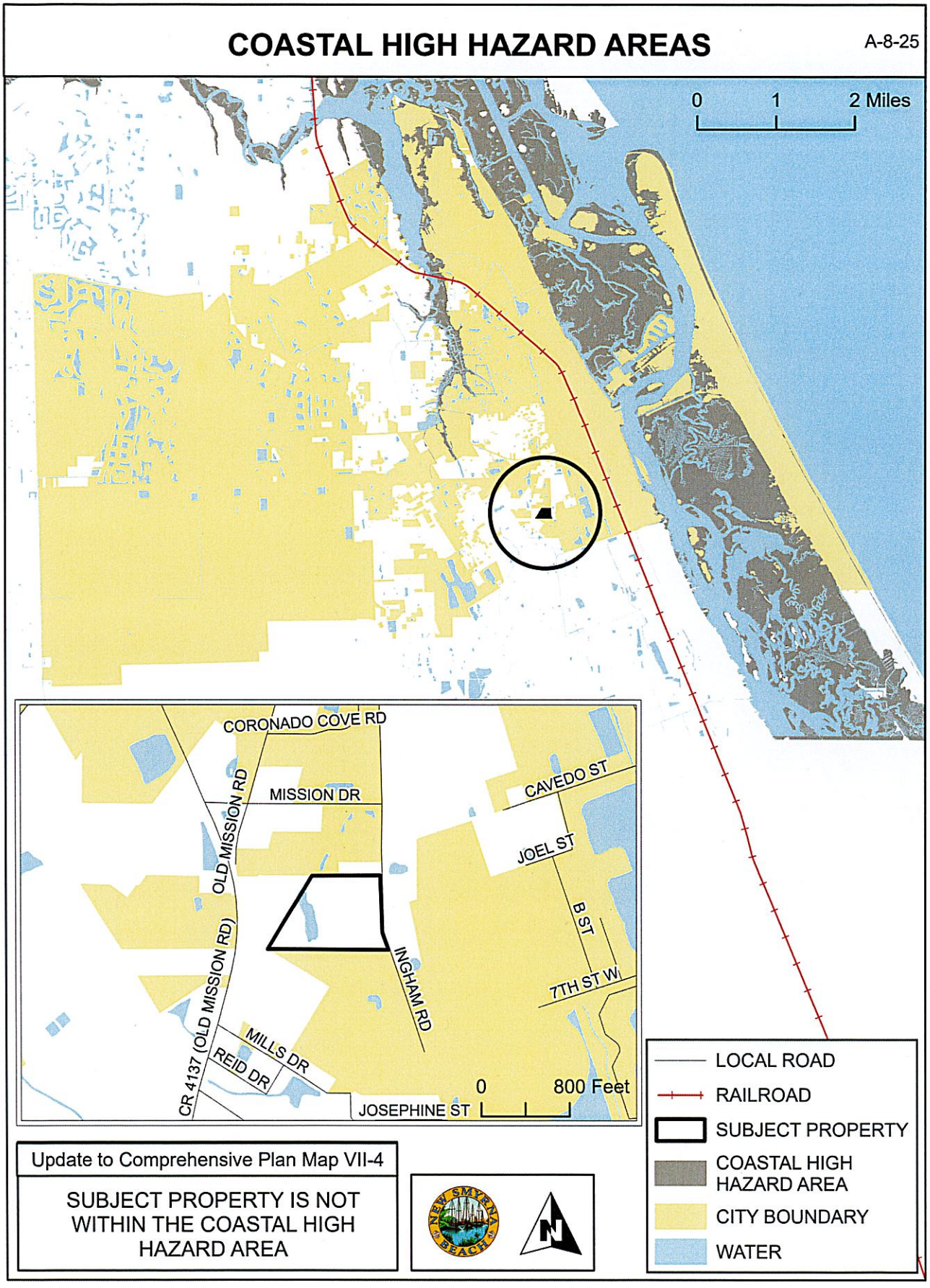
A-8-25



Update to Comprehensive Map VII-2

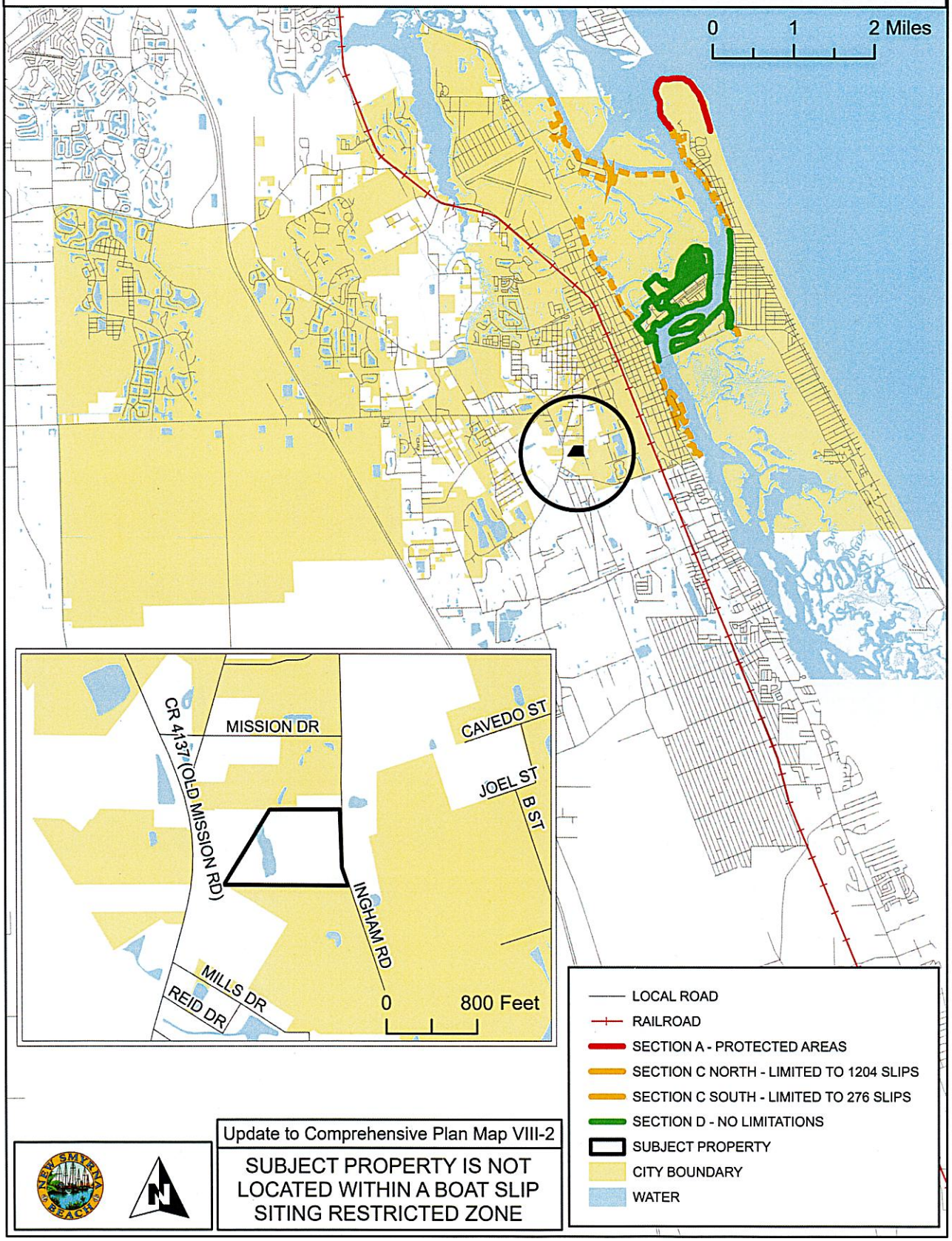
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

EXHIBIT "O"


COASTAL HIGH HAZARD AREAS
A-8-25
0 1 2 Miles
CORONADO COVE RD
MISSION DR
OLD MISSION RD
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
CR 4137 (OLD MISSION RD)
MILLS DR
REID DR
JOSEPHINE ST
0 800 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

BOAT SLIP SITING

A-8-25



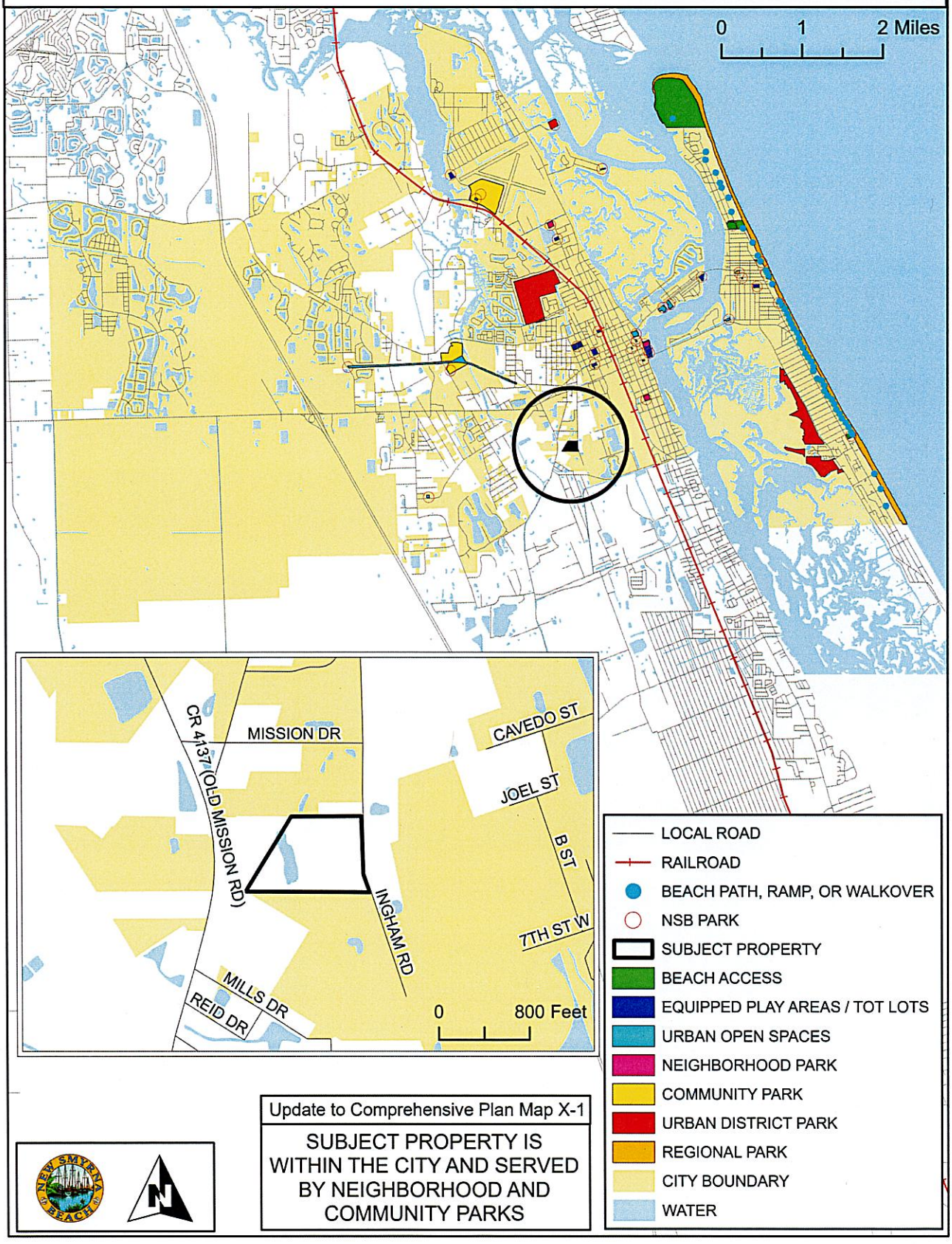
Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

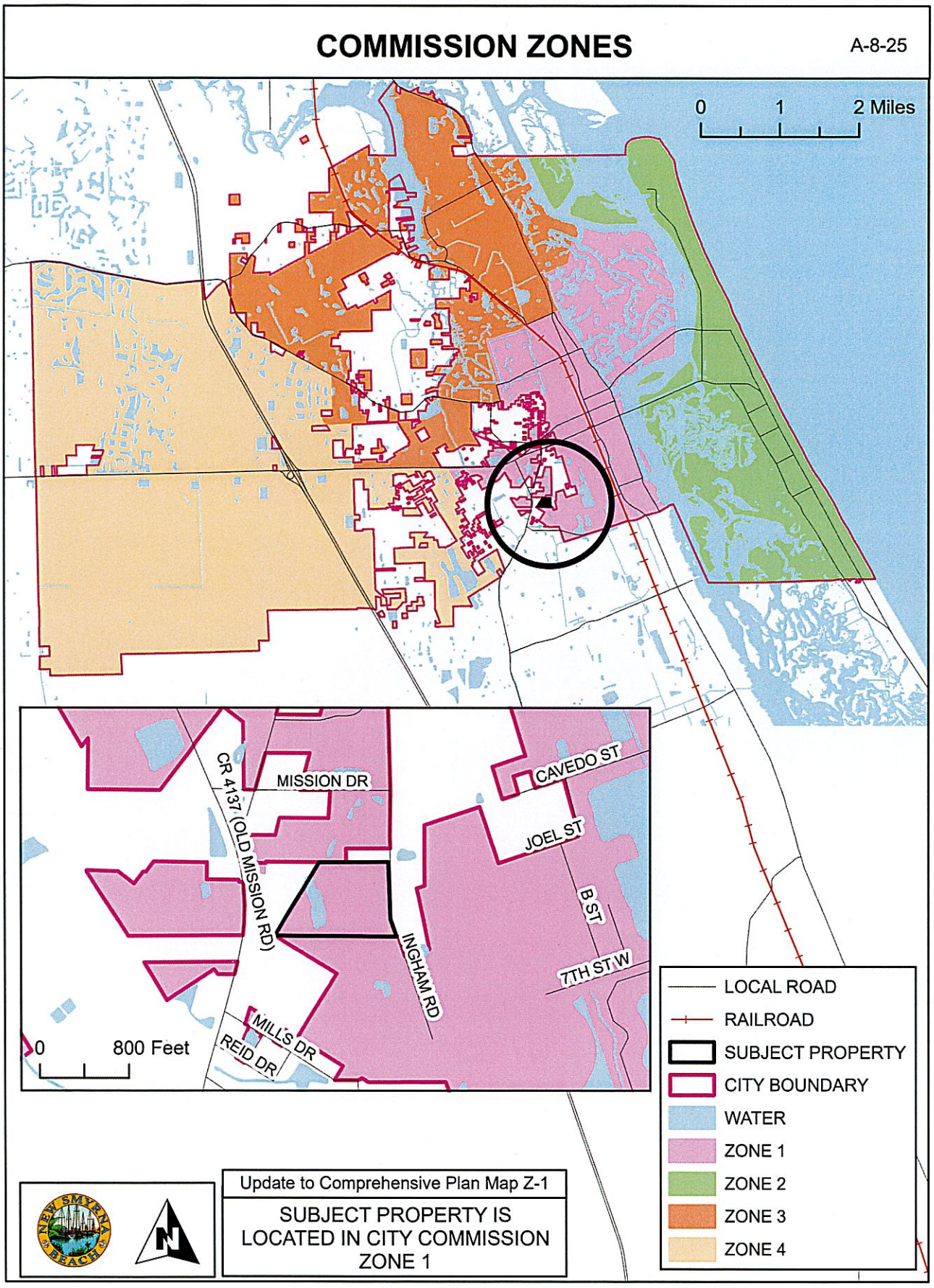
A-8-25



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-8-25
0 1 2 Miles
CR 4137 (OLD MISSION RD)
MISSION DR
CAVEDO ST
JOEL ST
B ST
7TH ST W
INGHAM RD
MILLS DR
REID DR
0 800 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 71-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 12.88 + ACRES OF LAND LOCATED AT 824 INGHAM ROAD TO R-2, SINGLE-FAMILY RESIDENTIAL AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 28, 2025

Background:

Applicants: Matt Stolz and Sydney Kendrick, 10192 Dowden Road, Orlando, Florida 32832.

Property Owner: SOWA Properties, LLC, 208 Canova Road, New Smyrna Beach, Florida 32169.

Request: Rezoning:

- **From:** Volusia County zoning designation of MPUDA, Mixed Use Planned Unit Development with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 12.88 ± acres
- **Location:** West side of Ingham Road, south of Mission Drive.

Tax I.D. Number: 7419-23-00-0361

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2,

2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 824 Ingham Road contains a primary structure with accessary structures. 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. The existing County FLU category is Urban Low Intensity. The existing County zoning designation is MPUDA, Mixed Use Planned Unit Development. The proposed City FLU category is Low Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City R-2, Single Family Residential zoning designation, and a map of the proposed changes are similarly attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 824 Ingham Road is developed with a primary structure and accessary structures no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Based on the Planning and Zoning Boards recommendation, the Planning Department recommends the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

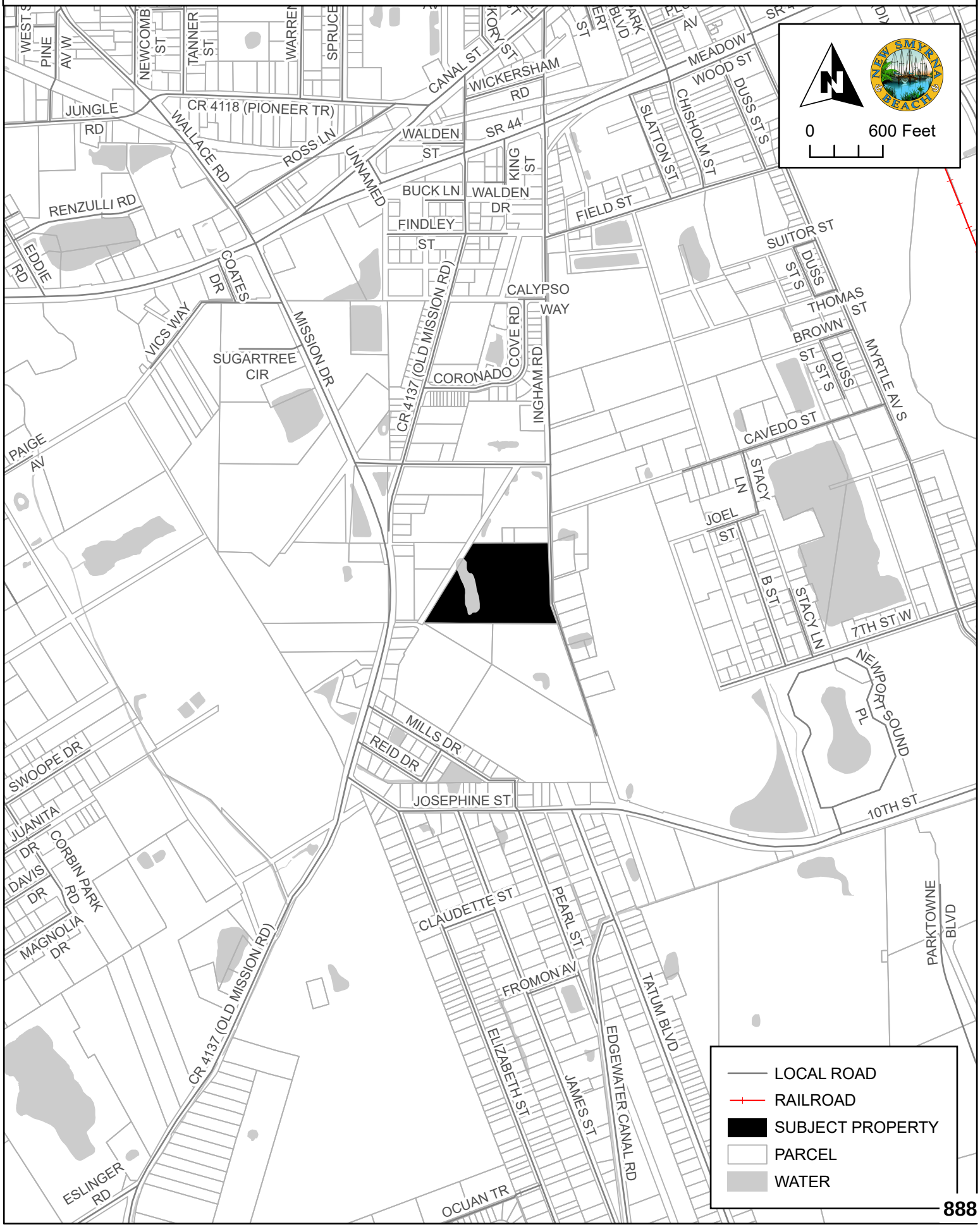
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

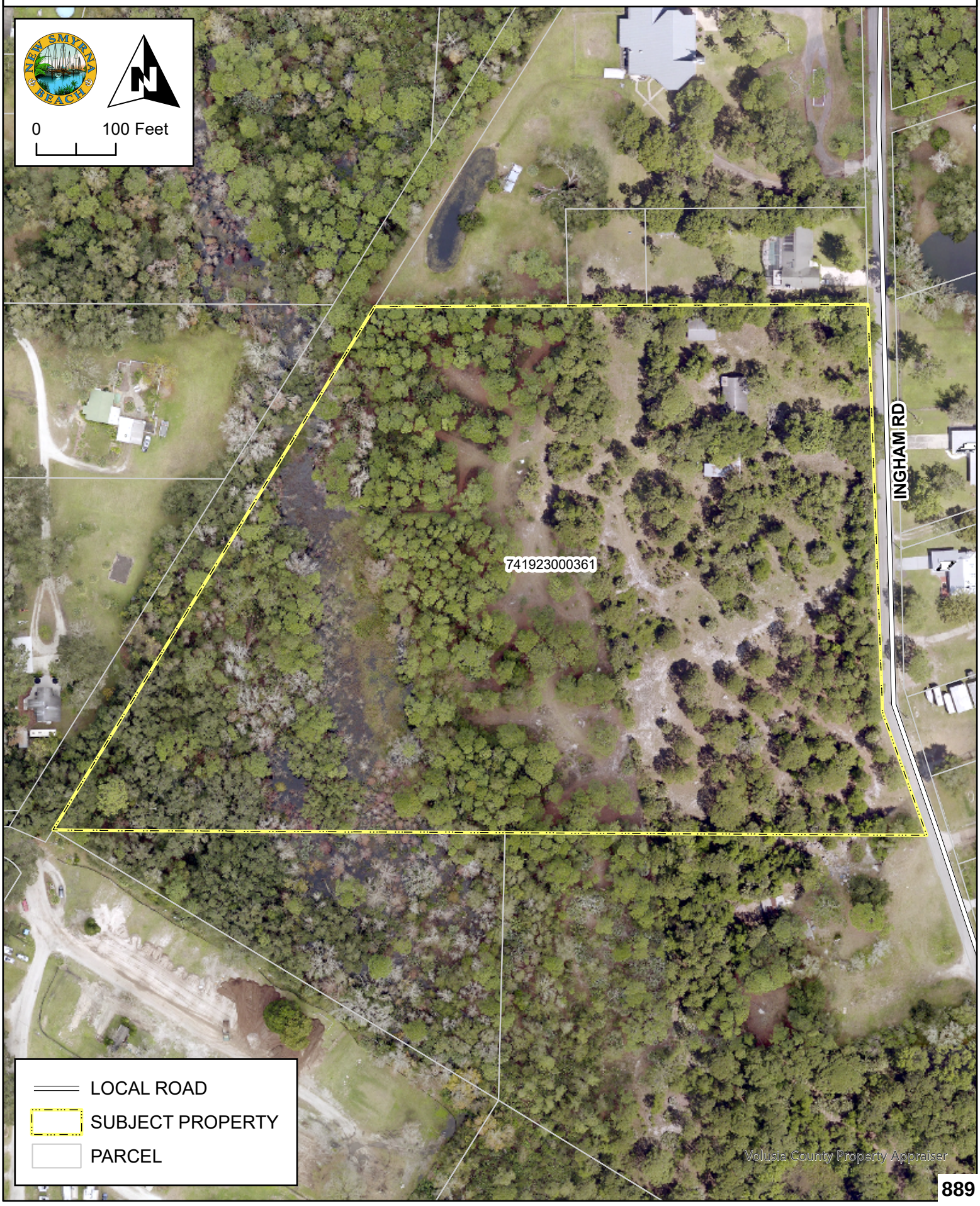
Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D MPUD Zoning.pdf
Exhibit E City R-2 Zoning Text.pdf
Exhibit F Proposed Zoning Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 71-25 824 Ingham Rd.pdf
Ord 71-25 Rezoning 824 Ingham Rd.pdf

A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 LOCATION MAP

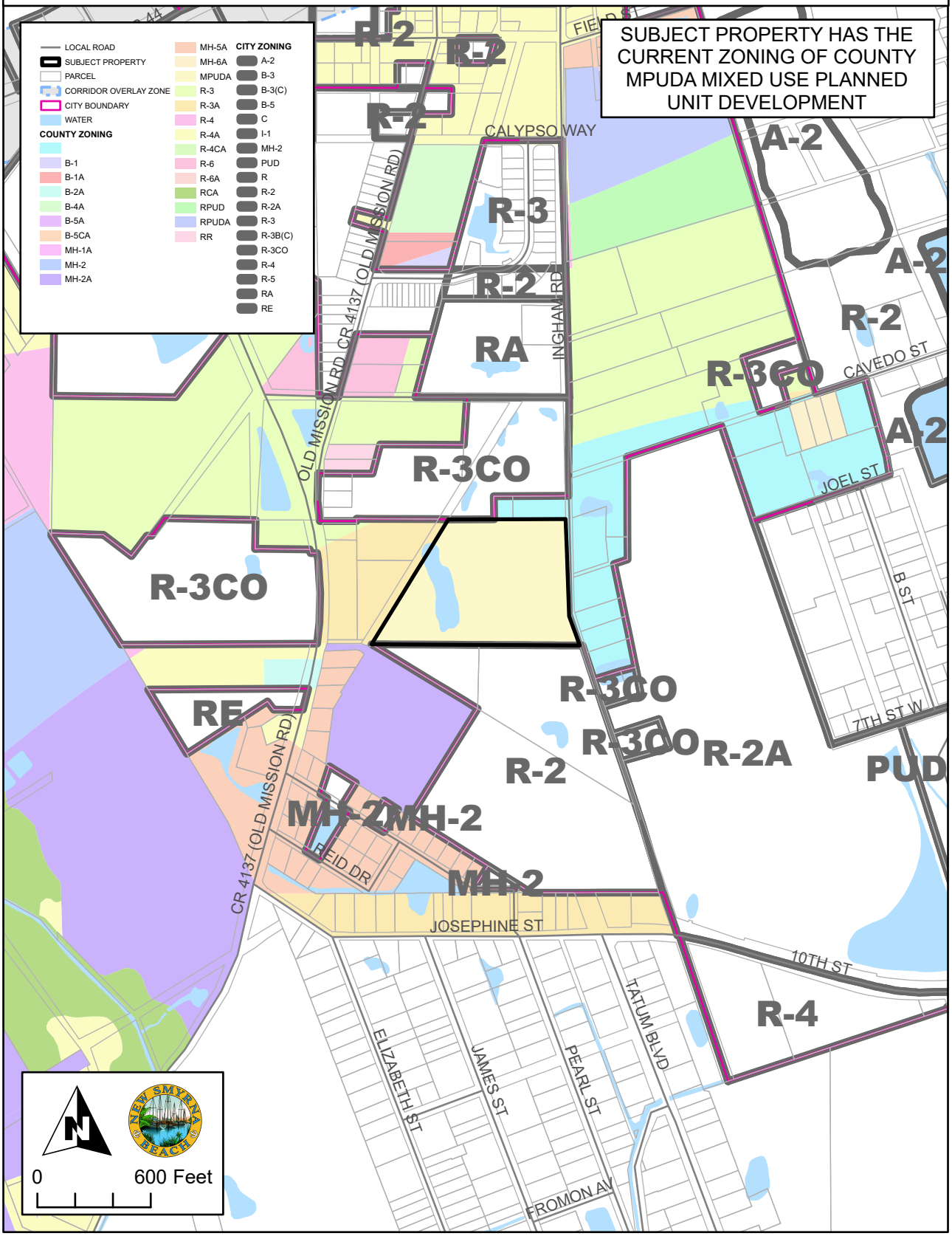


A-8-25: 824 INGHAM ROAD
PARCEL: 7419-23-00-0361 AERIAL MAP



EXISTING ZONING

A-8-25



07/01/2010 03:50 PM
Instrument# 2010-118631 # 1
Book: 6490
Page: 4979

IN THE COUNTY COUNCIL OF THE COUNTY OF VOLUSIA, FLORIDA
IN RE: Application of (PUD-08-034)

FLORIDA BAPTIST CHILDREN'S HOMES, INC.

RESOLUTION # 2008-124
ORDER AND RESOLUTION
GRANTING A REQUEST FOR CHANGE OF ZONING From
R-4
To:
FLORIDA BAPTIST CHILDREN'S HOMES
MIXED USE PLANNED UNIT DEVELOPMENT {MPUD}

The application of FLORIDA BAPTIST CHILDREN'S HOMES, INC. for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on July 17, 2008. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice I report, and recommendations of the Growth & Resource Management, Legal Department, and other departments and agencies of Volusia County and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on June 10, 2008, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of FLORIDA BAPTIST CHILDREN'S HOMES, INC. was duly and properly filed herein on March 28, 2008 as required by law.

B. That all fees and costs which are by law, regulation or Ordinance required to be borne and paid by the applicant have been
paid.

C. That the applicant is the owner of a ±12.7 acre parcel of land which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

F. That the owner of the property, FLORIDA BAPTIST CHILDREN'S HOMES, INC., agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from R-4 to Mixed Use Planned Unit Development (MPUD).

B. That the said rezoning to a MPUD is consistent with both the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 17TH DAY OF JULY, A.D., 2008, AS FOLLOWS:

A. That the Application for FLORIDA BAPTIST CHILDREN'S HOMES, INC. for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from R-4 to MPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to FLORIDA BAPTIST CHILDREN'S HOMES, INC. MPUD.

D. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", the provisions of the "Development Agreement", shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement". The Volusia County zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the MPUD in the same manner as the R-4 zoning classification.

F. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

DEVELOPMENT AGREEMENT

A. **Development Concept.** The property shall be developed as a Group home MPUD with three (3) residential units subject to Final Site Plan review. The Master Development Plan shall govern the development of the property as an MPUD and shall regulate the future land use of this parcel.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary plan prepared by Daniel Johns, P.E. dated May 18, 2009 and this development agreement. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Growth & Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. **Amendments.** All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80- 8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. **Final Site Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for new construction, including clearing and landfill, a Final Site plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Subject property shall be maintained as a single unified parcel.

B. **Unified Ownership.** The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Site Plan Development Order.

C. **Phases of Development.** The phasing of development is as set forth on Exhibit B under the "SITE DATA". The project will be developed in four (4) phases. The timing of each phase will be finalized during the development review stage.

D. **Land Uses Within the MPUD.** All new development on the parcel shall be consistent with the uses prescribed for each area within the proposed MPUD. The location and size of said land use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Children's Home campus to include a service center with office space for administration, development and counseling, and indoor recreation, three (3) group homes accommodating no more than ten (10) children and two (2) house parents in each house, outdoor recreation facilities to include horse boarding and stables for residents only.

E. **Development Standards.**

1) Parking areas shall be screened from Ingham Road and meet the requirements of Section 810.00, of the Zoning Ordinance 80-8, as amended, and Article IV of the Land Development Code. Parking area for the proposed service center will be located behind this building to screen it from Ingham Road.

2) Perimeter Landscape Buffer shall be a minimum of fifteen (15) feet in width and include the following:

(a) A minimum of six (6) understory trees planted every one hundred (100) linear feet or fraction thereof. The understory trees may be planted at regular intervals to provide a visual/noise screen for adjacent properties.

(b) The landscape buffer must have sufficient plants and must be of sufficient density to provide one hundred percent (100%) opacity to a height of six (6) feet within three (3) years.

(c) If a decorative wall or fence is used for screening, it shall be six (6) feet high. When a masonry or wood wall is used, at lease one (1) shrub or vine shall be planted abutting the wall for each ten (10) feet but not necessarily evenly spaced ten (10) feet apart.

(d) Landscape buffer along sides and rear property line shall consist of existing natural vegetation and be maintained in compliance with Section 808.06 of the Zoning Ordinance 80-8, as amended.

(e) Any existing native vegetation on the property along the perimeter shall not be removed or cleared.

3) Minimum Building Setbacks. (Existing accessory garage building shall be treated as conforming, but shall not be permitted to encroach into setbacks any further than they presently do).

Front Yard setback:

Ingham Road: 50'

Side Yard setback: 50'

Rear Yard Setback: 50'

Outdoor recreational facilities shall not be lighted with stadium lighting unless located 100 feet or more from any perimeter boundary line or open public road. Lighting for parking and security is permitted but limited to a height of 15 ft. and shall be shielded to deflect lights away from adjacent properties. The conversion of single family dwellings into other uses (i.e. group home) will require site plan review, approval and building permits. The Children's Homes will obtain the necessary building permits for the change of use for the structure.

F. **Signage.** One wall signs on each building which may state the name of the building, not to exceed 8 sq. ft. One ground monument sign 8 feet in height (including base) and not more than 16 square feet of copy area will be allowed.

G. **Offstreet Parking.** Except for overflow parking, shall comply with Sections 808.03 through 808.08 and 810.00 of the Zoning Ordinance and Article IV of the Land Development Code.

H. **Environmental Considerations.** The minimum requirements of the Land Development Code Ordinance No. 88-3, as amended shall be met for new construction. No wetlands are proposed to be impacted. Wetlands will be located prior to any

construction in the vicinity. A minimum 3.8 acre tree preservation area shall be set aside in the southwesterly portion ad shown on Exhibit "B". the wetland and tree preservation areas shall be encumbered with a conservation easement.

I. **Sewage Disposal and Potable Water.** For all new construction, provision for sewage disposal and potable water needs of the MPUD will be provided in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64-6E and 64-8E. Sewage disposal is presently provided by a septic tank and the potable water needs are provided by The Utilities Commission of New Smyrna Beach. Applicant shall connect to full central utilities when they are determined available by the Health Department or the Utilities Commission.

J. **Stormwater Drainage.** As to any new construction, provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended.

K. **All New Access and Transportation System Improvements.** All new access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. As shown on Exhibit B will be from Ingham Road.

2. Transportation System Improvements. In conjunction with new development on-site, road improvements required as a result of the new development shall comply with the Land Development Code 88-3, as amended.

L. **Internal Roadways.** It is not contemplated that any part of the internal roadway system will be dedicated to the County, but that they shall remain private.

M. **Other.**

1. The applicant shall protect any historic trees on the subject site in compliance with the Land Development Code.

N. **Binding Effect of Plans; Recording; and Effective Date.** The Master Development Plan, including any and all Supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The MPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended. This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within ninety (90) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth Management Services Group. The date of receipt of this document by the Growth Management Services Group shall constitute the effective date of the MPUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

O. **Conceptual Approval.** The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Preliminary Plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30 day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and Page number of the Official Record in

which the document was recorded, shall be submitted to the Growth Management Services Group.

P. **Expiration of PUD.** Within five (5) years from the effective date of this Order and Resolution, the applicant shall have submitted a final site plan as described in Section A, 3. of this "Development Agreement". In the event that the final site plan is not submitted on or before the date indicated, this agreement shall expire unless the Zoning Enforcement Official, for good cause shown, shall approve a minor amendment to extend the time period indicated in this paragraph.

DONE and ORDERED by the County Council of Volusia County, Florida this 17TH day of JULY, 2008.

ATTEST:

James T. Dinneen
County Manager/Clerk

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of MARCH 2010 (mo/yr), by James T. Dinneen and Frank T. Bruno, Jr, as County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Comm. Expires Feb 9, 2014
Commission # DD 946952
Bonded Through National Notary Assn.

Commission No.:

My Commission Expires:

WITNESSES:

6-29-10

~~Doug Mason~~ Dr Jerry HAAG Pres
Florida Baptist Children's Homes, Inc.

The foregoing instrument was acknowledged before me this 29 day of June, 2010 (mo/yr), by Dr. Jerry Haag, _____, who is personally known ~~to me~~ ~~or who has produced~~ N/A as identification.

Tracey Greene
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Tracey Greene
Commission No.: DD962157
My Commission Expires: May 8, 2014

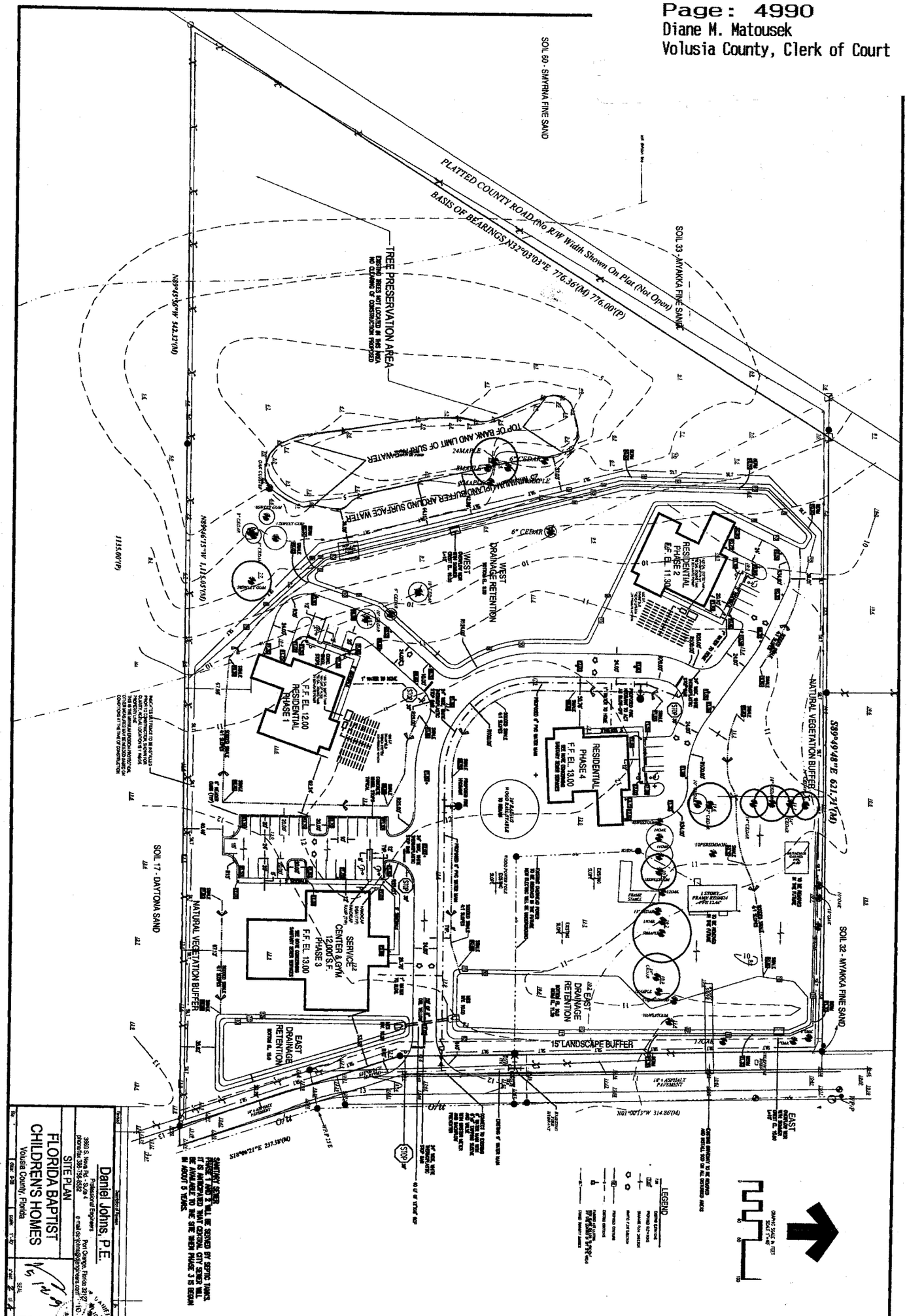
NOTARY PUBLIC STATE OF FLORIDA
TRACEY GREENE
MY COMMISSION # DD 962157
EXPIRES: May 8, 2014
Bonded Thru Budget Notary Services

Instrument# 2010-118631 # 11
Book: 6490
Page: 4989

Exhibit A

LEGAL DESCRIPTION: PARCEL 1:
Lot 36, MODEL LAND COMPANY SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 4, Page(s) 9, Public Records of Volusia County, Florida, LESS AND EXCEPT the following:
Begin at the intersection of the North line of said Lot 36, with the West line of Ingham Road; thence Southerly and along the West line of Ingham Road, 165 feet; thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; thence Northerly and parallel to the aforesaid road, 165 feet to the North line of said Lot 36; thence Easterly along said North line, 264 feet to the Point of Beginning.
PARCEL 2: A parcel of land in Lot 36, MODEL LAND COMPANY SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 4, Page(s) 9, Public Records of Volusia County, Florida, described as follows: Begin at the intersection of the North line of said Lot 36, with the West line of Ingham Road; thence Southerly and along the West line of Ingham Road, 165 feet; thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; thence Northerly and parallel to the aforesaid road, 165 feet to the North line of said Lot 36; thence Easterly along said North line, 264 feet to the Point of Beginning.

Instrument# 2010-118631 # 12
Book: 6490
Page: 4990
Diane M. Matousek
Volusia County, Clerk of Court



Daniel Johns, P.E.
Professional Engineers
3693 S. Nova Rd. - Suite 4
Port Orange, Florida 32127
phone/fax 386-756-5552
e-mail dajohns@cfl.rr.com

SITE PLAN
FLORIDA BAPTIST CHILDREN'S HOMES
Volusia County, Florida

R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

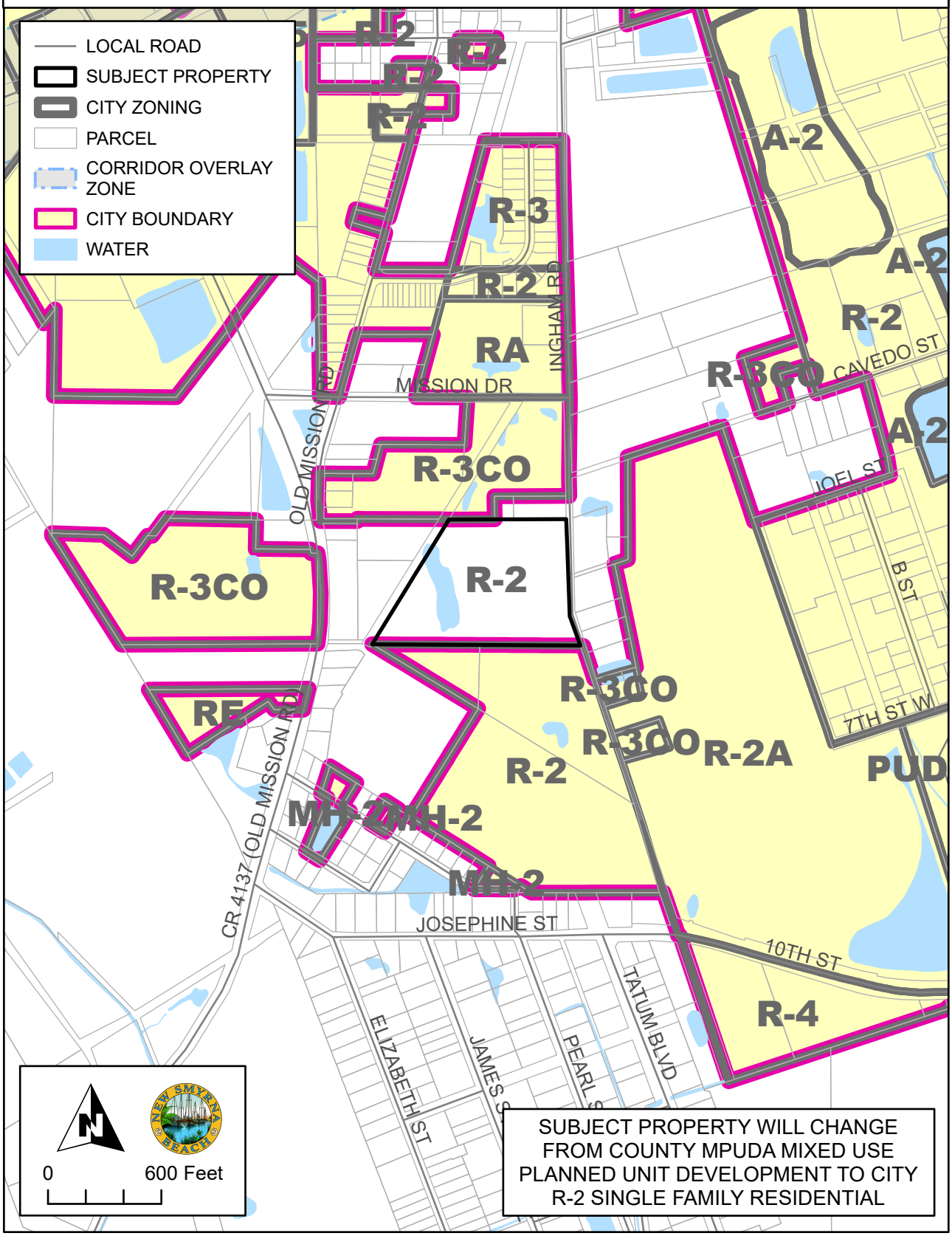
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

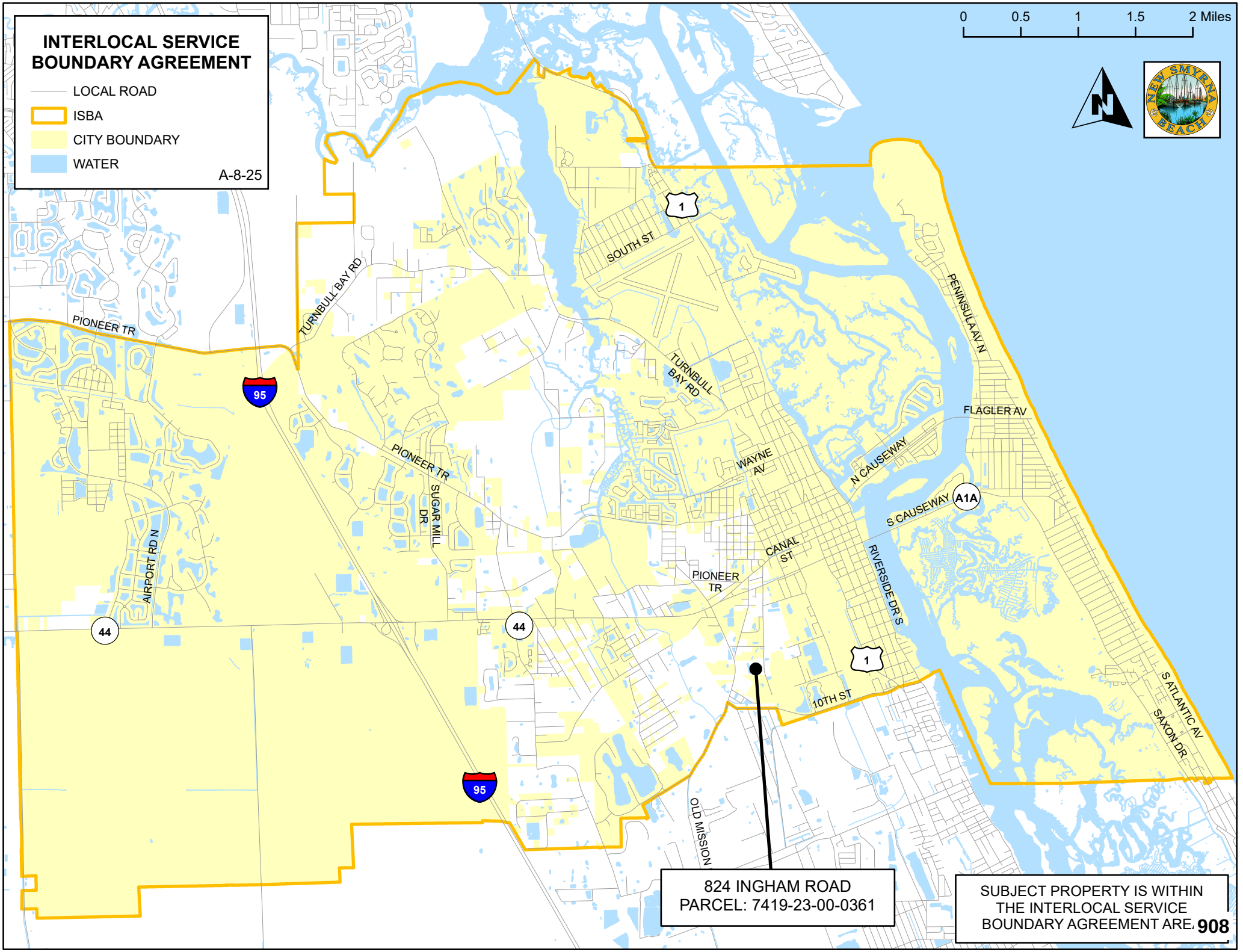
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-8-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-8-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1
824 INGHAM ROAD
PARCEL: 7419-23-00-0361
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
908

LEGAL DESCRIPTION

Address:
824 Ingham Road, New Smyrna Beach, Florida 32168

Parcel Number
7419-23-00-0361

AltKey Number:
3813308

Metes and Bounds by William D. Donley, Land Surveyor

LOT 36, THE MODEL LAND CO. AT NEW SMYRNA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 9, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 741923000361

File Number: 186-28500

Consideration: $525,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 22 **day of August, 2023**, between

FBCH Land Holdings, Inc., a Florida not-for Profit Corporation
whose post office address is **1015 Sikes Boulevard, Lakeland, FL 33815**, grantor,

and

Sowa Properties, LLC, A Florida Limited Liability Company
whose post office address is **208 Canova Drive, 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 the **Volusia County, Florida**, to-wit:

Lot 36, THE MODEL LAND CO. AT NEW SMYRNA, according to the plat thereof as recorded in Map Book 4, Page 9, Public Records of Volusia County, Florida.

formerly described as:

Lot 36, MODEL LAND COMPANY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida, less and except the following: Begin at the intersection of the North line of said Lot 36, with the West line of Ingham Road; Thence Southerly and along the West line of Ingham Road, 165 feet; Thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; Thence Northerly and parallel to the aforesaid road 165 feet to the North line of said Lot 36; Thence Easterly along said North line 264 feet to the Point of Beginning.

and

A parcel of land in Lot 36, MODEL LAND COMPANY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida described as follows: Begin at the

intersection of the North line of said Lot 36, with the West line of Ingham Road; Thence Southerly and along the West line of Ingham Road, 165 feet; Thence Westerly and parallel to said North line of said Lot 36, a distance of 264 feet; Thence Northerly and parallel to the aforesaid road 165 feet to the North line of said Lot 36; Thence Easterly along said North line 264 feet to the Point of Beginning.

Parcel Identification Number: 741923000361

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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements 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 Signature
Printed Name: Makeila Harrell

Witness Signature
Printed Name: Ian M French

FBCH Land Holdings, Inc., a Florida not-for Profit Corporation

By: _____
David Whitman, Vice President

By: _____
Kimberly W. Bedwell, Vice President

State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of August, 2023, by **David Whiteman and Kimberly W. Bedwell, as Vice Presidents of FBCH Land Holdings, Inc., a Florida not-for Profit Corporation**, who are personally known to me or (✓) have produced Driver License as identification.

NOTARY PUBLIC (SEAL)

Printed Name: Ian M French

My Commission Expires: 1/13/2027

IAN M FRENCH
Notary Public - State of Florida
Commission # HH 345471
My Comm. Expires Jan 13, 2027
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 71-25 Rezoning 824 Ingham Rd.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 71-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 12.9± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF INGHAM ROAD, SOUTH OF MISSION DRIVE, ADDRESSED AS 824 INGHAM ROAD, FROM VOLUSIA COUNTY *MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) A, AIRPORT OVERLAY* TO CITY *R-2 A, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Matt Stolz and Sydney Kendrick, 10191 Dowden Road, Orlando, Florida 32832, applicant on behalf of SOWA Properties LLC, 208 Canova Road, New Smyrna Beach, Florida 32169, property owner, have requested the annexation of 12.9± acres of property generally located on the west side of Ingham Road, south of Mission Drive, addressed as 824 Ingham Road, from Volusia County *Mixed Use Planned Unit Development (MPUD) Airport Overlay* to City *R-2, Single Family Residential Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 8, 2025, by a vote of 5-0, 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 12.9± acres of property generally located on the west side of Ingham Road, south of Mission Drive, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7419-23-00-0361
824 Ingham Road

LOT 36, THE MODEL LAND CO. AT NEW SMYRNA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 9, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

shall be and the same is hereby rezoned from Volusia *Mixed Use Planned Unit Development (MPUD) Airport Overlay* to City *R-2, Single Family Residential Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on October 28, 2025, at 6:30 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. 70-25, 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. 70-25, 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: 9/30/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 72-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 2.66 ± ACRES OF LAND LOCATED AT 736 LOUELLA STREET.

October 28, 2025

Background:

Applicants and Property Owners: Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168.

Request: Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 2.66 ± acres
- **Location:** North side of Louella Street, between Alberta Street and Pioneer Trail.

Tax I.D. Number: 7314-00-00-0235

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 736 Louella Street contains a single-family house with accessary structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel at 736 Louella Street has a 6-inch PVC water line in the Louella Street, but central sewer and reclaim services would have to be extended. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 736 Louella Street is developed with a single-family house and accessary structures with no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

Based on the Planning and Zoning Board recommendation, the Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

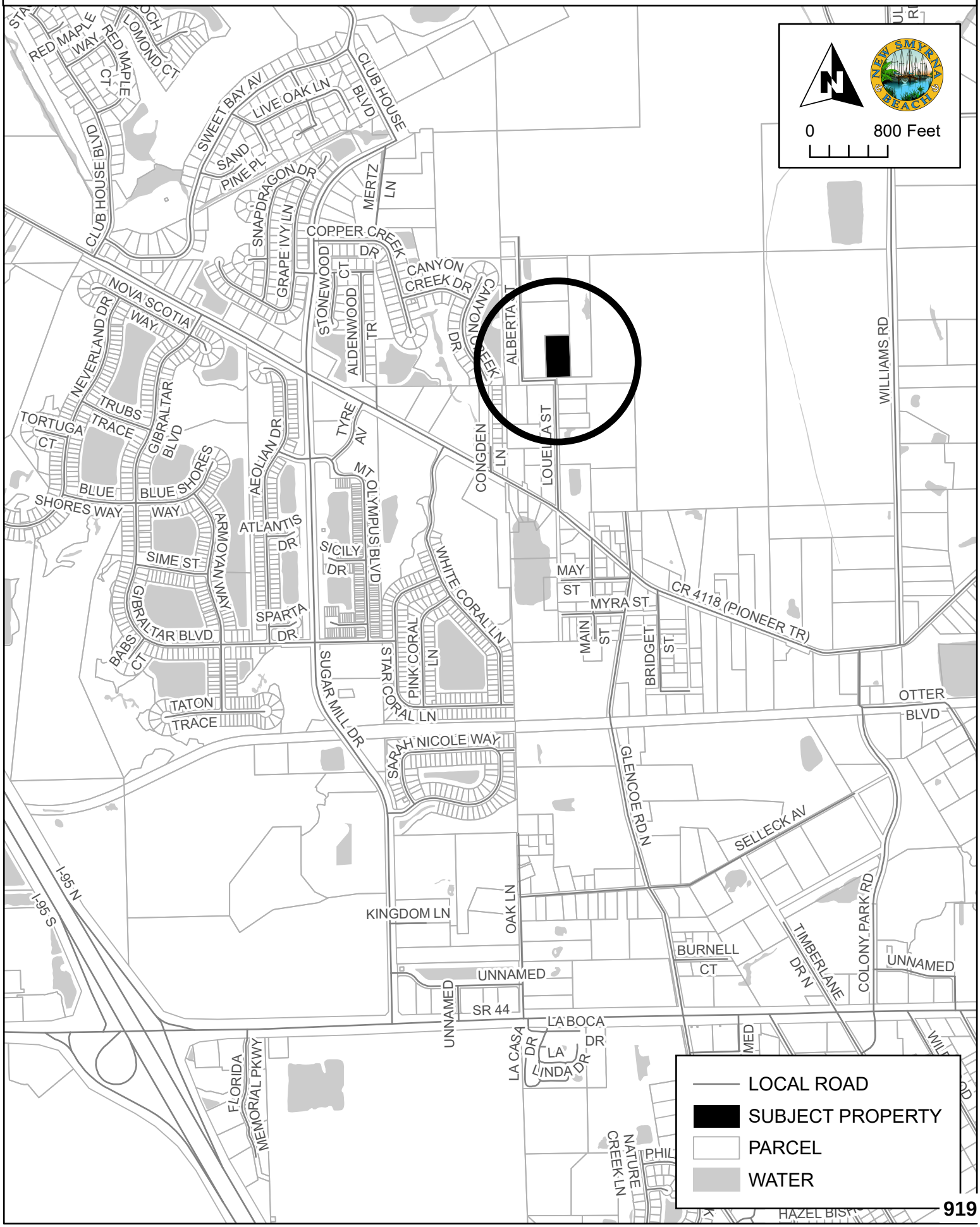
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 72-25 736 Louella St.pdf
Ord 72-25 Annex 736 Louella St.pdf

A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 LOCATION MAP

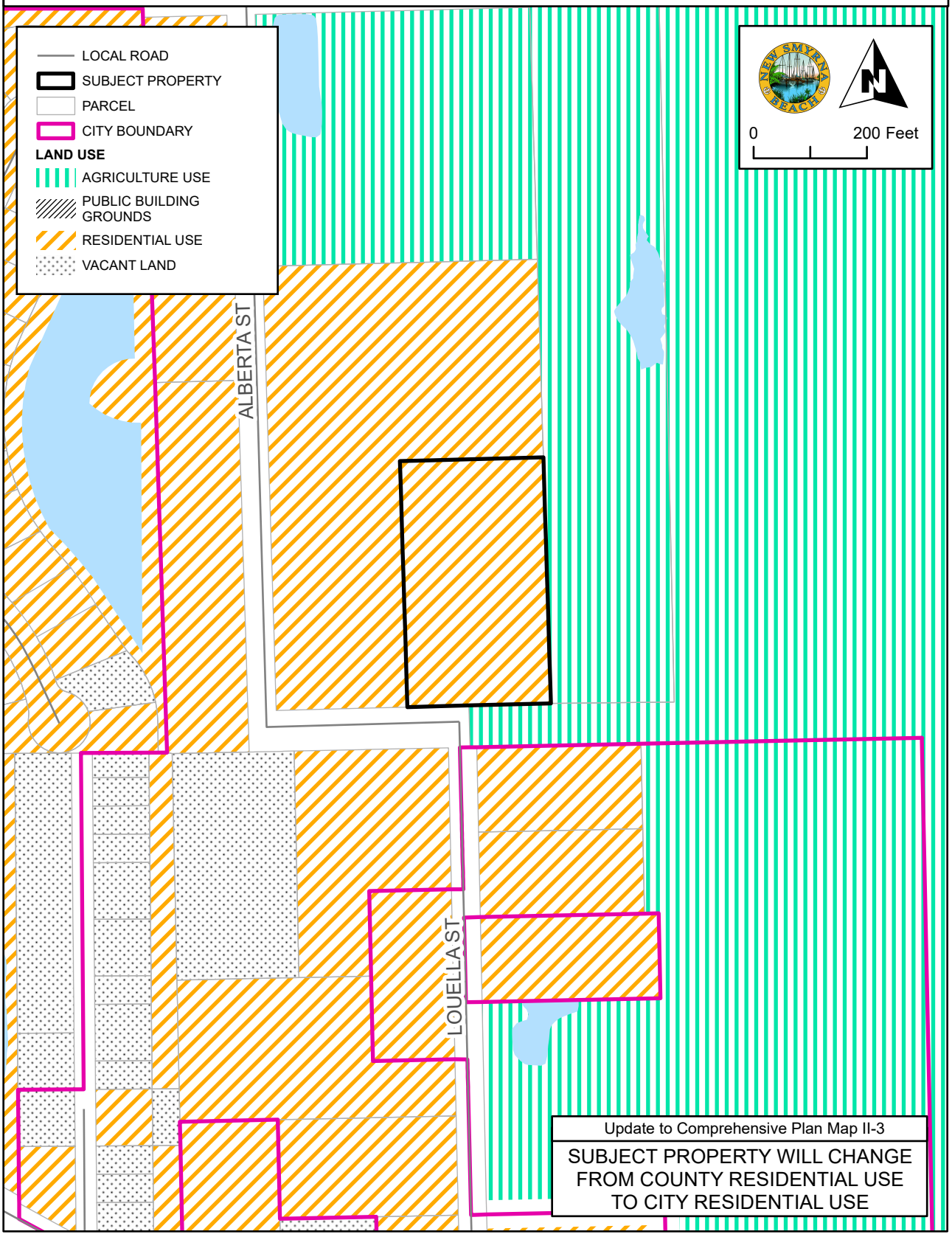


A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 AERIAL MAP



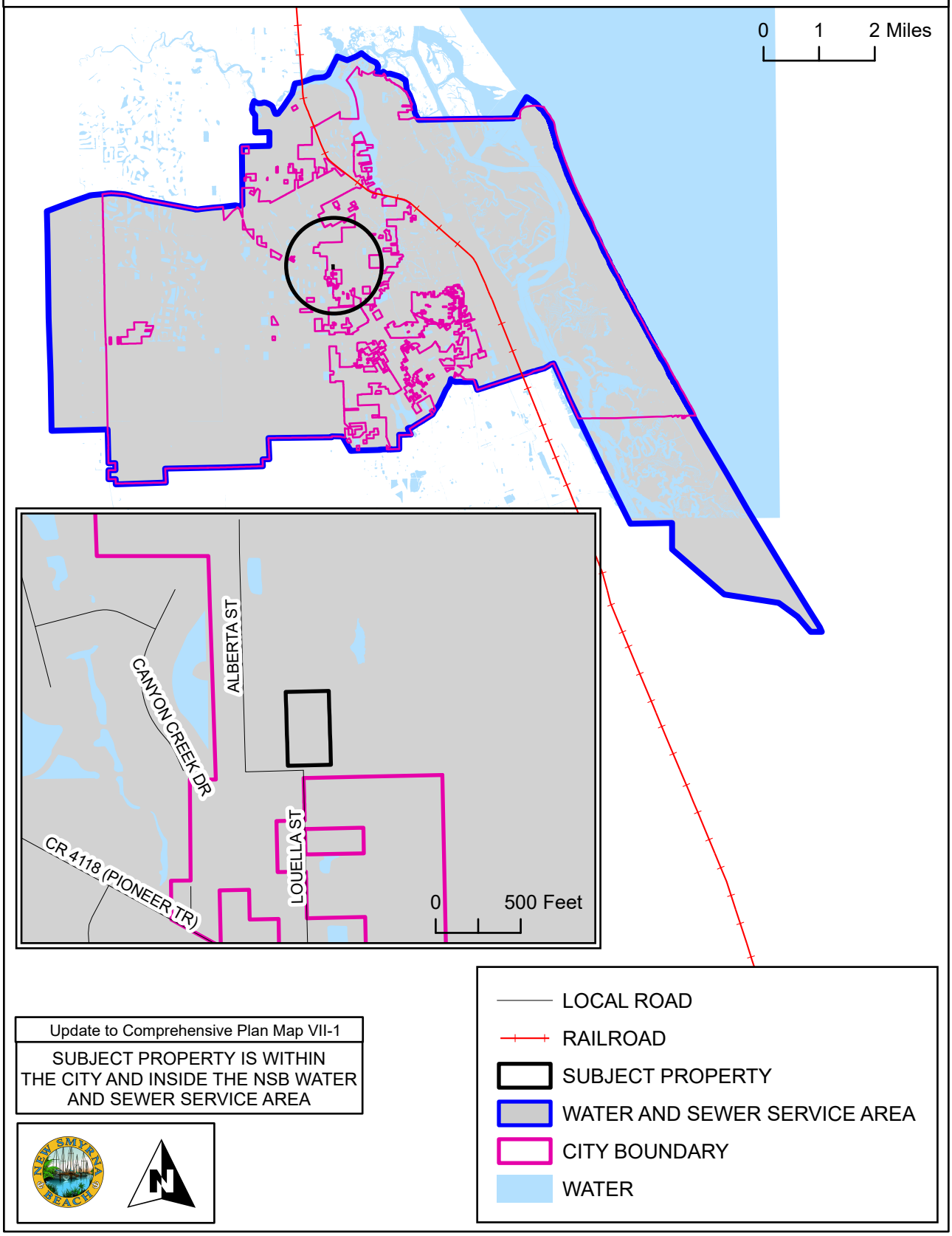
EXISTING LAND USE DESIGNATIONS

A-9-25



WATER AND SEWER SERVICE AREA

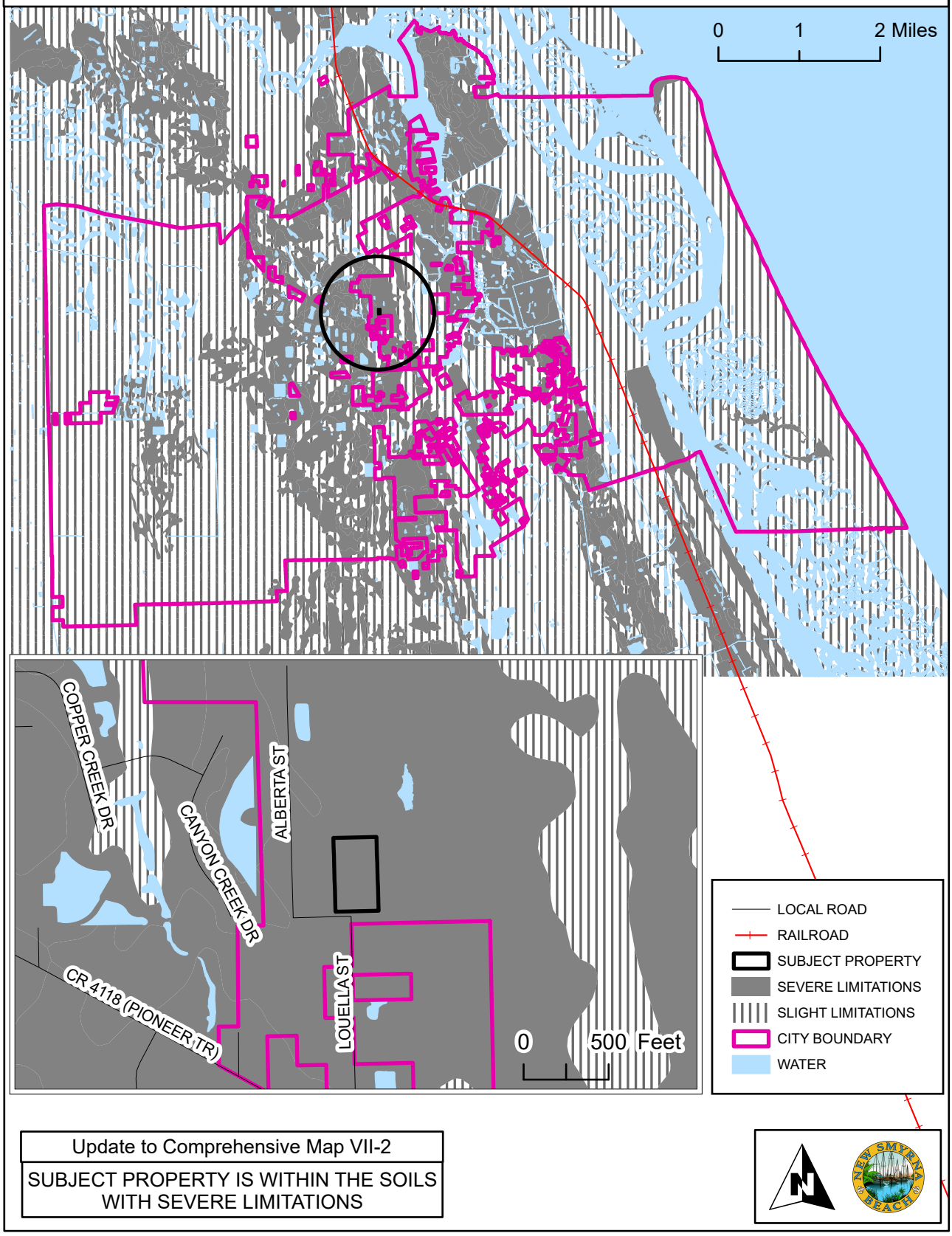
A-9-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-25

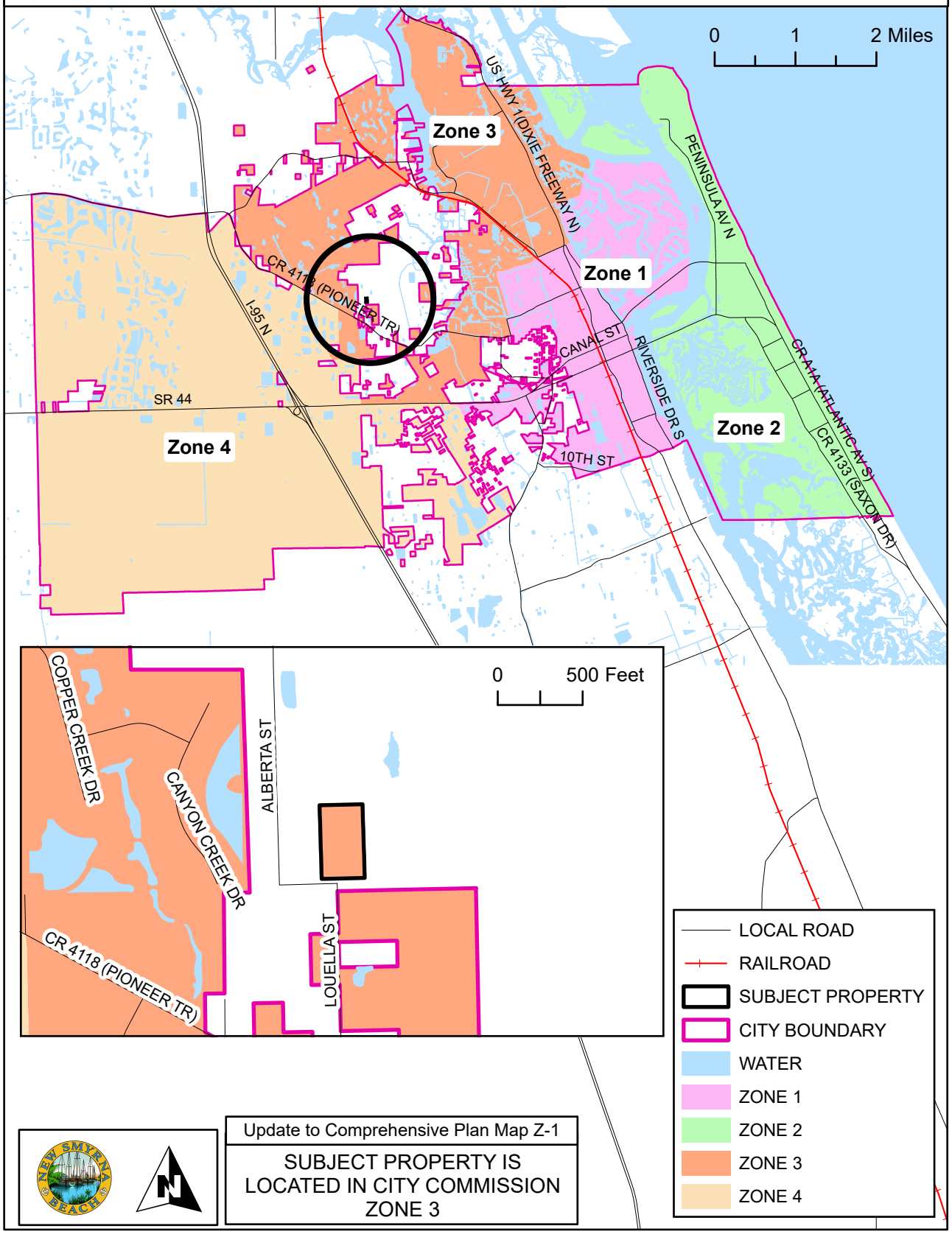


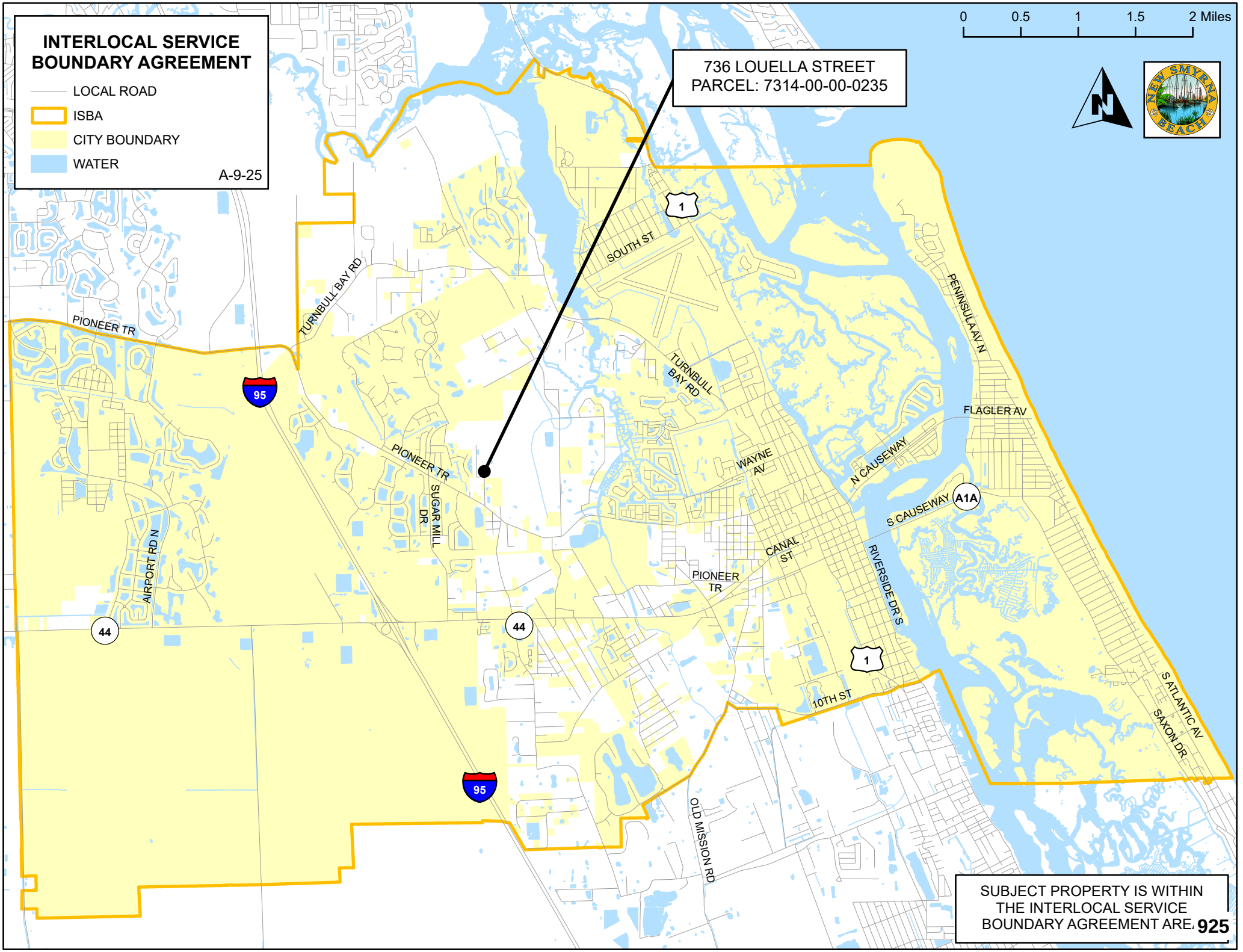
Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

COMMISSION ZONES

A-9-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-25
736 LOUELLA STREET
PARCEL: 7314-00-00-0235
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE. 925

LEGAL DESCRIPTION

Address:
736 Louella Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0235

AltKey Number:
6677484

Metes and Bounds by Homepartners Title Services, LLC

A PORTION OF THE NW ONE-QUARTER (1/4), OF THE NW ONE QUARTER (1/4), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, (CERTIFIED CORNER RECORD DOCUMENT #0004157), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE ,WESTERLY LINE OF SAID SECTION 14, ASSUMING A BASIS OF BEARINGS OF SOUTH 00 00'00" EAST, A DISTANCE OF 1319.43 FEET TO A POINT BEING A 5 INCH CAST IRON PIPE AND IRON ROD, CERTIFIED CORNER RECORD DOCUMENT #0004425, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 14, THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 14, RUN SOUTH 89° 55’ 33" EAST, A DISTANCE OF 899.70 FEET; THENCE NORTH 00° 00' 29” EAST A DISTANCE OF 65.73 FEET; THENCE RUN NORTH 89° 54' 10" WEST A DISTANCE OF 231.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 54' 10" WEST A DISTANCE OF 253.31 FEET; THENCE NORTH 00° 00' 29” EAST A DISTANCE OF 458.00 FEET; THENCE SOUTH 89° 54' 10" EAST A DISTANCE OF 253.31 FEET; THENCE SOUTH 00° 00' 29" WEST A DISTANCE OR 458.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 369, PUBLIC RECORDS OF SAID COUNTY.

8/29/2023 9:40:25 AM Instrument #2023177390 #1 Book:8452 Page:4816
Doc Stamps $1,890.00 Transfer Amt $270,000.00

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 731400000235

File Number: 186-27510V

Consideration: $270,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this **21st day of August, 2023**, between

Judith Ann Johns, a single woman
whose post office address is **122 Hazelwood River Road, Edgwater, FL 32141**, grantor,

and

Nicole A. Shuler and Ryan E. Shuler, wife and husband
whose post office address is **3202 Stonebridge Trail, Valrico, FL 33596**, 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 the **Volusia County, Florida**, to-wit:

A Portion of The NW one-quarter (1/4), of the NW one quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Corner Record Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South along the Westerly line of said Section 14, assuming a basis of bearings of South 00 00' 00" East, a distance of 1319.43 feet to a point being a 5 inch cast iron pipe and iron rod, Certified Corner Record Document #0004425, said point being the Southwest corner of the Northwest one-quarter (1/4), of the Northwest one-quarter (1/4) of said Section 14, thence along the Southerly line of the aforementioned Northwest one-quarter (1/4), of the Northwest one-quarter (1/4), Section 14, run South 89° 55' 33" East, a distance of 899.70 feet; thence North 00° 00' 29" East a distance of 65.73 feet; thence run North 89° 54' 10" West a distance of 231.00 feet for a point of beginning; thence continue North 89° 54' 10" West a distance of 253.31 feet; thence North 00° 00' 29" East a distance of 458.00 feet; thence South 89° 54' 10" East a distance of 253.31 feet; thence South 00° 00' 29" West a distance of 458.00 feet to the point of beginning.

Together with an easement for ingress and egress described in Official Records Book 1349, Page 369, Public

Records of said County.

Parcel Identification Number: 731400000235

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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements 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 Signature
Printed Name: Travoss Dever

Witness Signature
Printed Name: Patricia A Howe

Judith Ann Johns

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of Aug 2023, by **Judith Ann Johns, a single woman**, who is personally known to me or ( ) has produced _____ as identification.

NOTARY PUBLIC
Printed Name: Patricia A. Howe
My Commission Expires: _____

(SEAL)

PATRICIA A. HOWE
MY COMMISSION # HH 350814
EXPIRES: March 29, 2027

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 72-25 Annexing 736 Louella St.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 72-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 2.7± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LOUELLA STREET, EAST OF ALBERTA STREET, ADDRESSED AS 736 LOUELLA STREET; 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, Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 2.7± acres of property generally located on the north side of Louella Street, east of Alberta Street, addressed as 736 Louella Street; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on September 8, 2025, by a vote of 5-0, 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 October 28, 2025, at 6:30 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: 10/2/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
736 Louella Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0235

AltKey Number:
6677484

Metes and Bounds by Homepartners Title Services, LLC

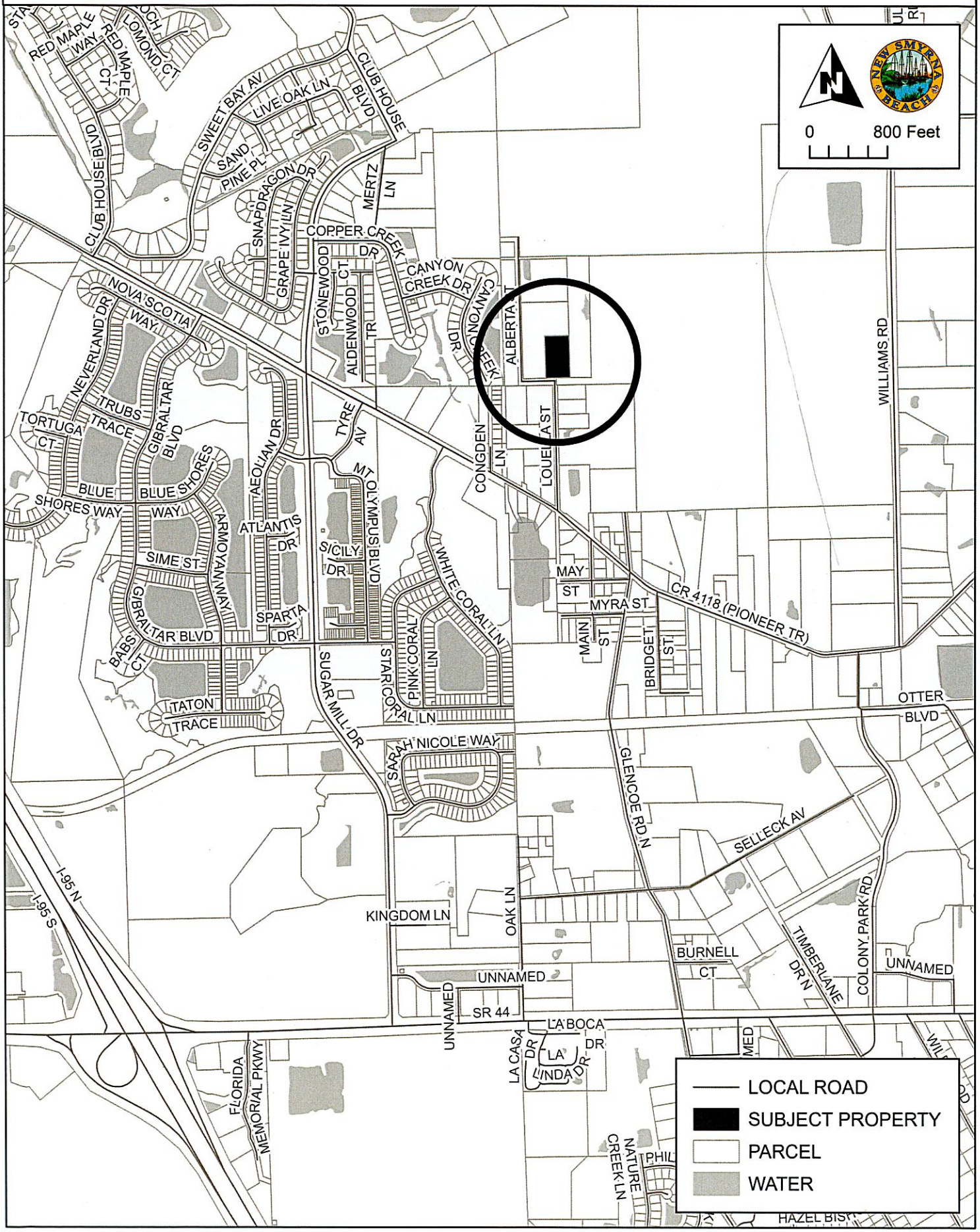
A PORTION OF THE NW ONE-QUARTER (1/4), OF THE NW ONE QUARTER (1/4), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, (CERTIFIED CORNER RECORD DOCUMENT #0004157), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE ,WESTERLY LINE OF SAID SECTION 14, ASSUMING A BASIS OF BEARINGS OF SOUTH 00 00'00" EAST, A DISTANCE OF 1319.43 FEET TO A POINT BEING A 5 INCH CAST IRON PIPE AND IRON ROD, CERTIFIED CORNER RECORD DOCUMENT #0004425, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 14, THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 14, RUN SOUTH 89° 55' 33" EAST, A DISTANCE OF 899.70 FEET; THENCE NORTH 00° 00' 29" EAST A DISTANCE OF 65.73 FEET; THENCE RUN NORTH 89° 54' 10" WEST A DISTANCE OF 231.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 54' 10" WEST A DISTANCE OF 253.31 FEET; THENCE NORTH 00° 00' 29" EAST A DISTANCE OF 458.00 FEET; THENCE SOUTH 89° 54' 10" EAST A DISTANCE OF 253.31 FEET; THENCE SOUTH 00° 00' 29" WEST A DISTANCE OR 458.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 369, PUBLIC RECORDS OF SAID COUNTY.

EXHIBIT "A"

A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 LOCATION MAP



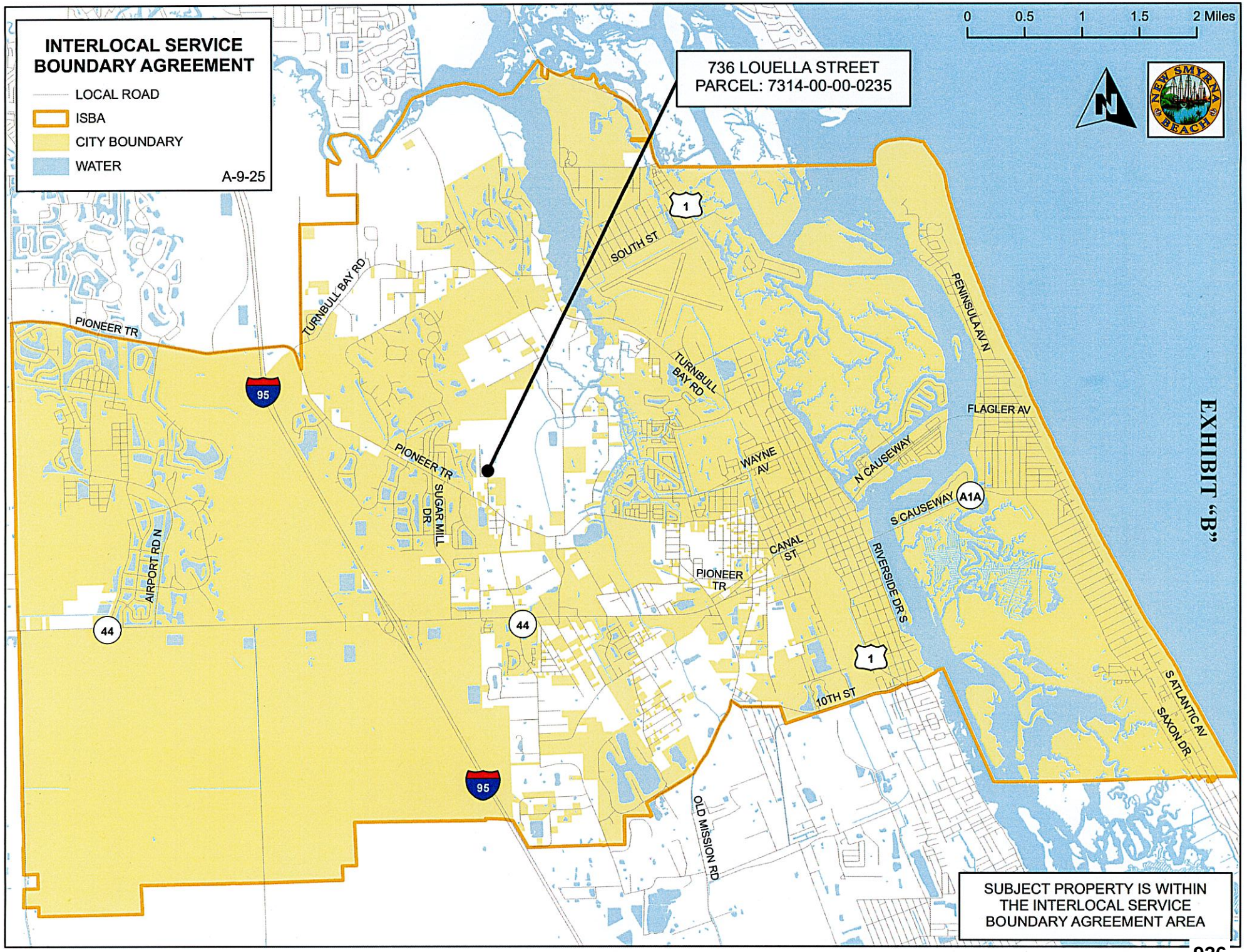
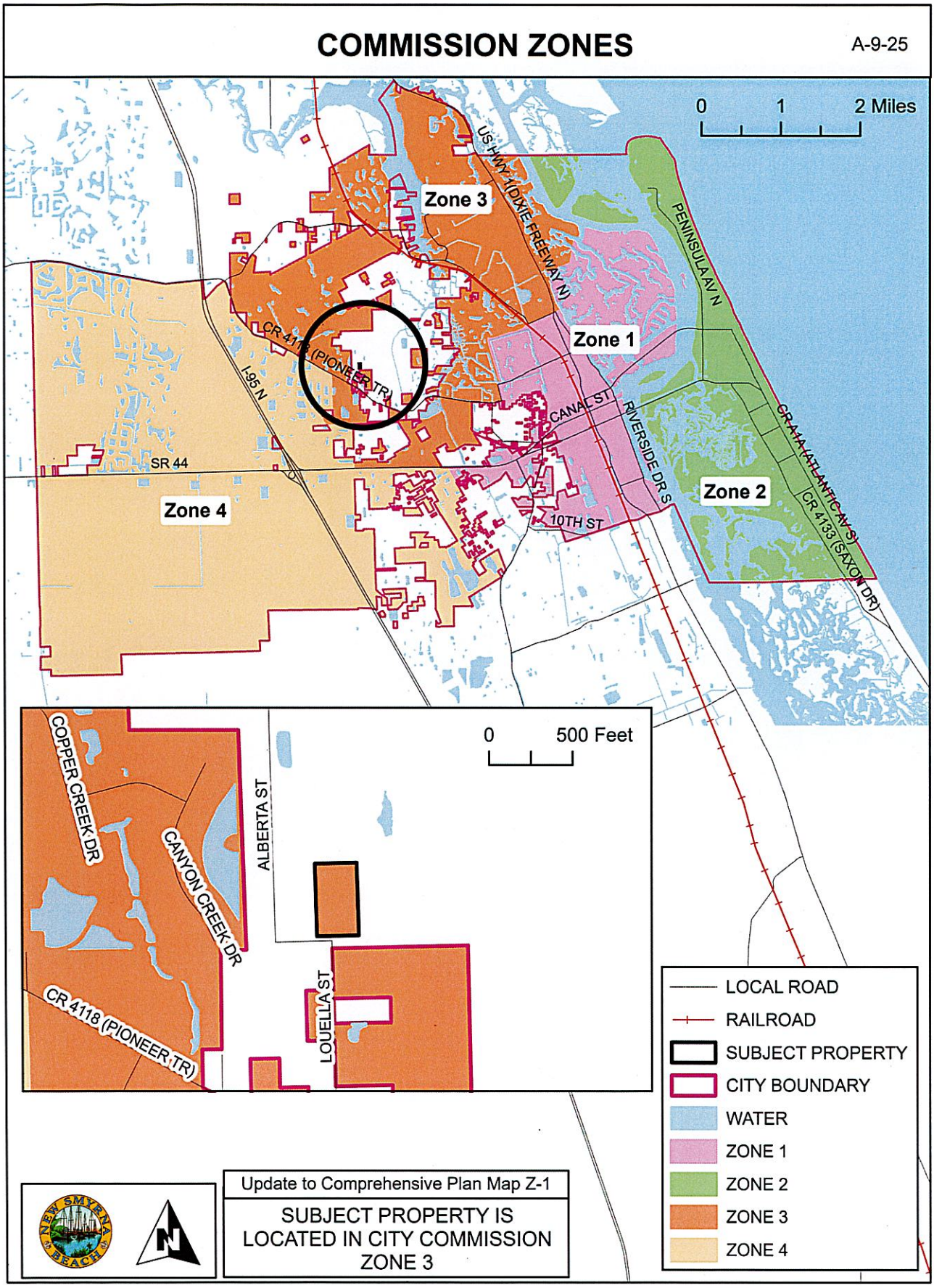

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-25
736 LOUELLA STREET
PARCEL: 7314-00-00-0235
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
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

EXHIBIT "C"


COMMISSION ZONES
A-9-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4141 (ATLANTIC AV S)
CR 4133 (SAXON DR)
0 500 Feet
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
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. 73-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT ON APPROXIMATELY 2.66 ± ACRES CHANGING THE FUTURE LAND USE TO RURAL ON A PROPERTY LOCATED AT 736 LOUELLA STREET AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 28, 2025

Background:

Applicants and Property Owners: Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Rural.
- **To:** City Future Land Use category of Rural.

Site Information:

- **Size:** 2.66 ± acres
- **Location:** North side of Louella Street, between Alberta Street and Pioneer Trail.

Tax I.D. Number: 7314-00-00-0235

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 736 Louella Street contains a single-family house with accessary structures. A

location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture. A text description of the proposed City Rural Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel at 736 Louella Street has a 6-inch PVC water line in the Louella Street, but central sewer and reclaim services would have to be extended. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 736 Louella Street is developed with a single-family house and accessary structures with no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 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 September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment changing the Future Land Use to City Rural as part of an overall annexation application.

Based on the Planning and Zoning Board recommendation, the Planning Department recommends the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment changing the Future Land Use to City Rural as part of an overall annexation application.

Fiscal Analysis:
N/A

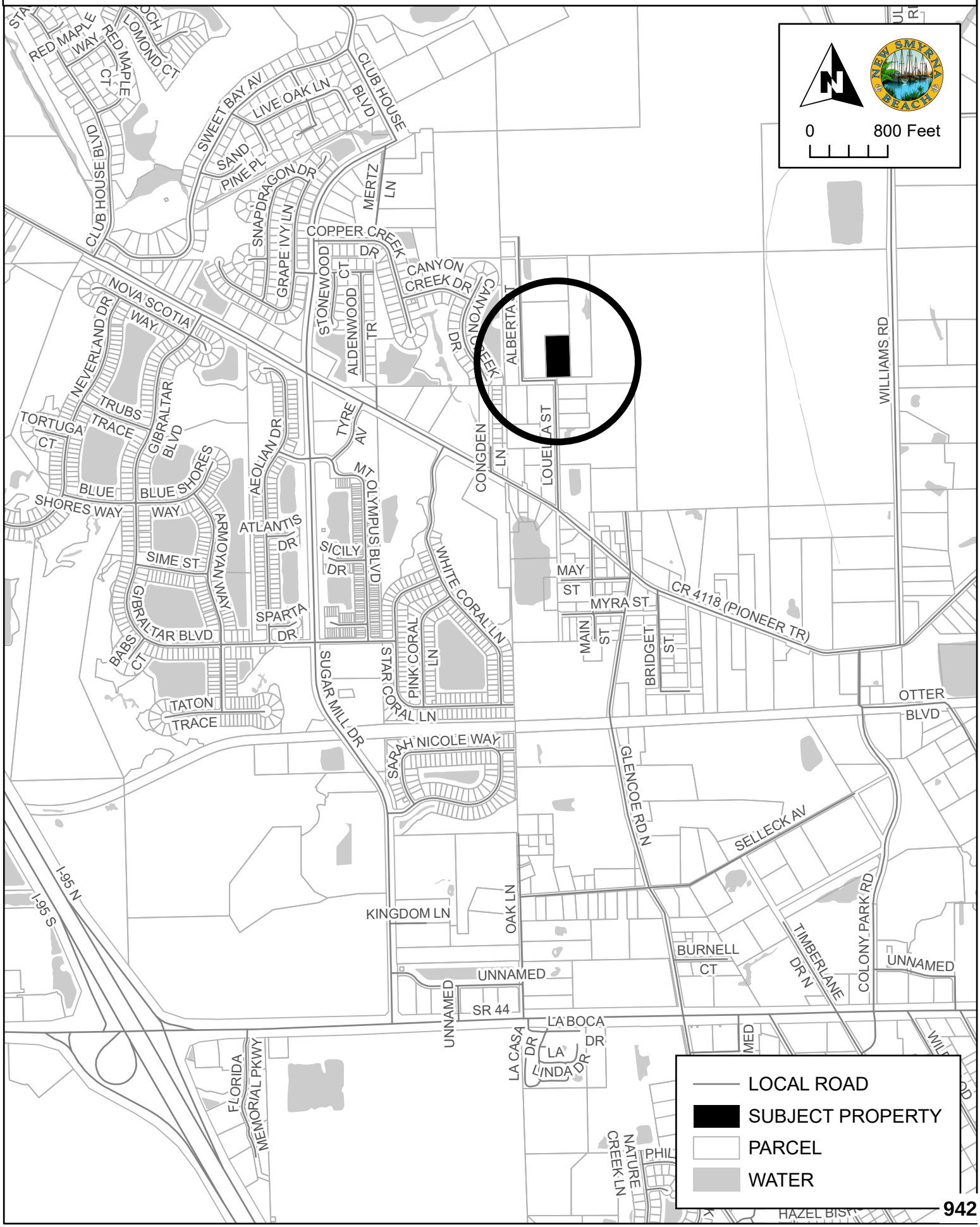
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Rural Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Rural 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 73-25 736 Louella St.pdf
Ord 73-25 Small Scale 736 Louella St.pdf

A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 LOCATION MAP

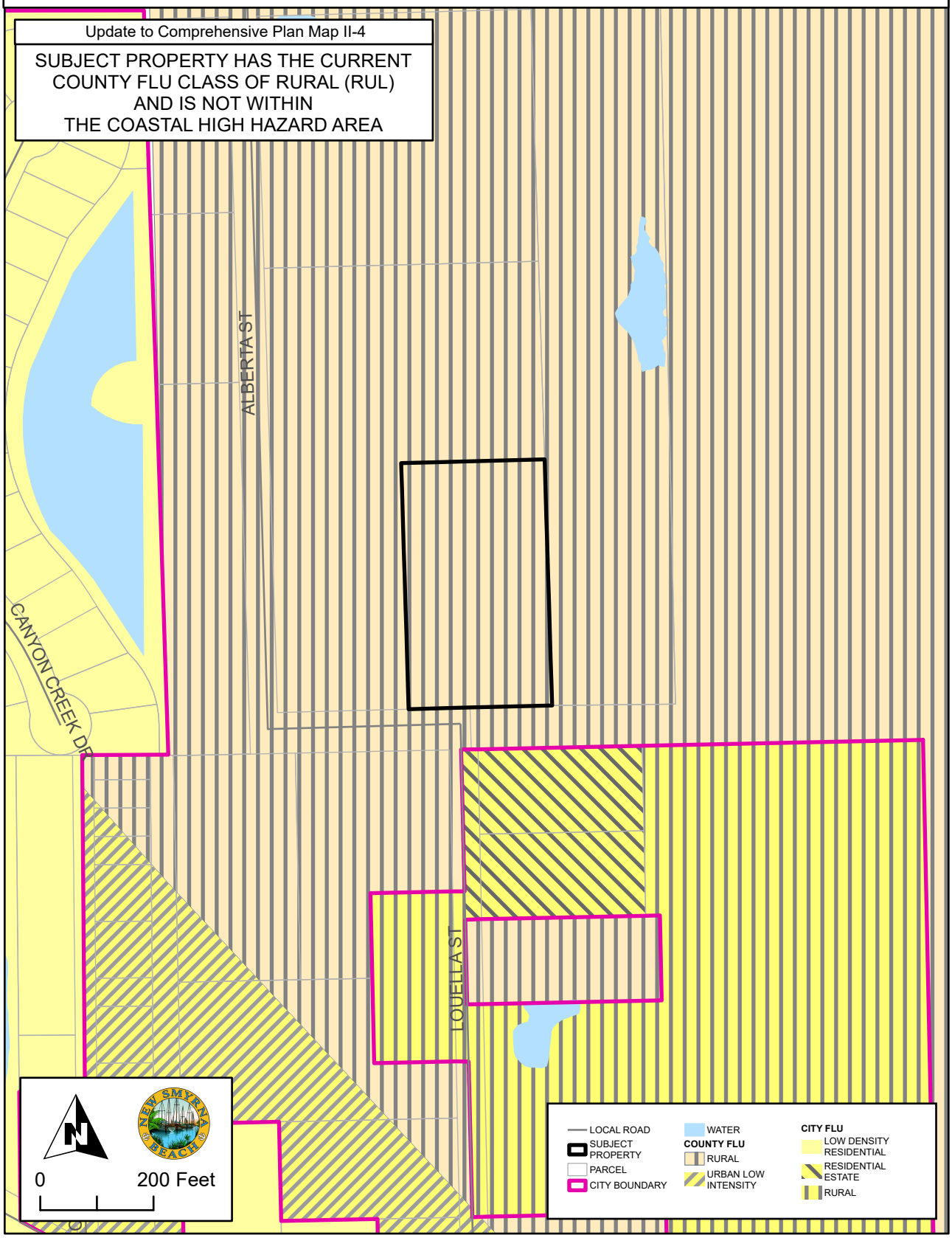


A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-9-25



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 or not an area is suitable for rural type development.

(1) Lands designated as rural shall be developed at a density of one (1) dwelling unit per five (5) acres. This density allowance may be increased under specific conditions as follows:

(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.
(b) The subject parcel is adjacent to an 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 of allowing densities less than one (1) dwelling unit per five (5) acres 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. The natural features of the subject parcel such as soils, vegetation, wildlife habitat and flood plain; and,
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 - 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 (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

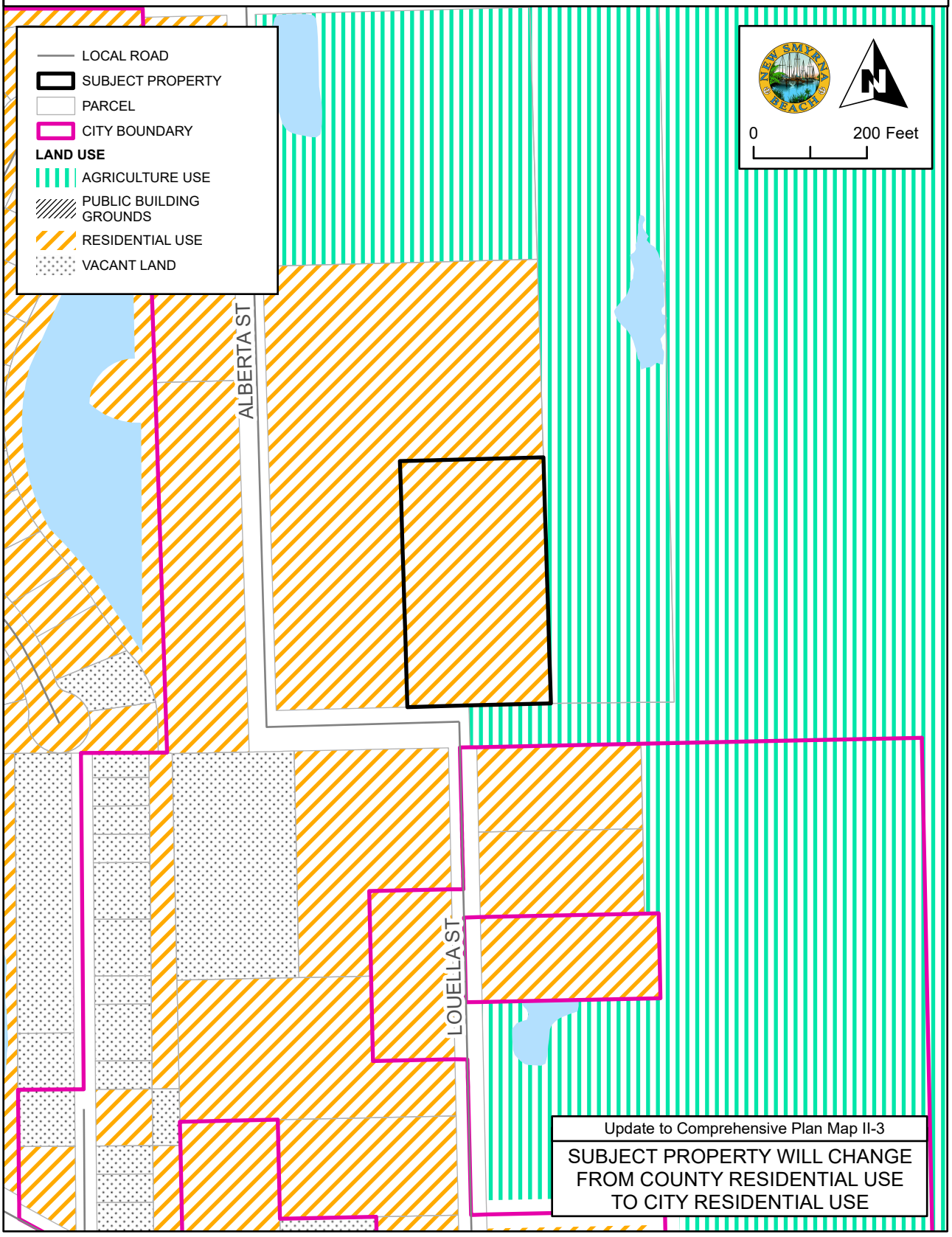
(b) Rural Recreation - Limited areas of intense use located in remote rural areas along the St. Johns River. These areas are used for launching and/or storing boats with areas available for camping (RV sites are included). These areas may also contain single and multi-family dwelling units, hotels, bait 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 St. Johns River Acres
x Lemon Bluff
xi Baxter Point
xii Lakeview
xiii St. Johns Gardens

EXISTING LAND USE DESIGNATIONS

A-9-25



RURAL

(Up to one [1] dwelling unit per five [5] acres or up to one [1] dwelling unit per acre) This category includes areas that may consist of agriculture land, undeveloped rural land, and large parcels of developed residential land. Areas designated with a Rural FLU category should be developed in a manner consistent with the retention of agriculture and rural lands, low-density residential 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 Future Land Use Element public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

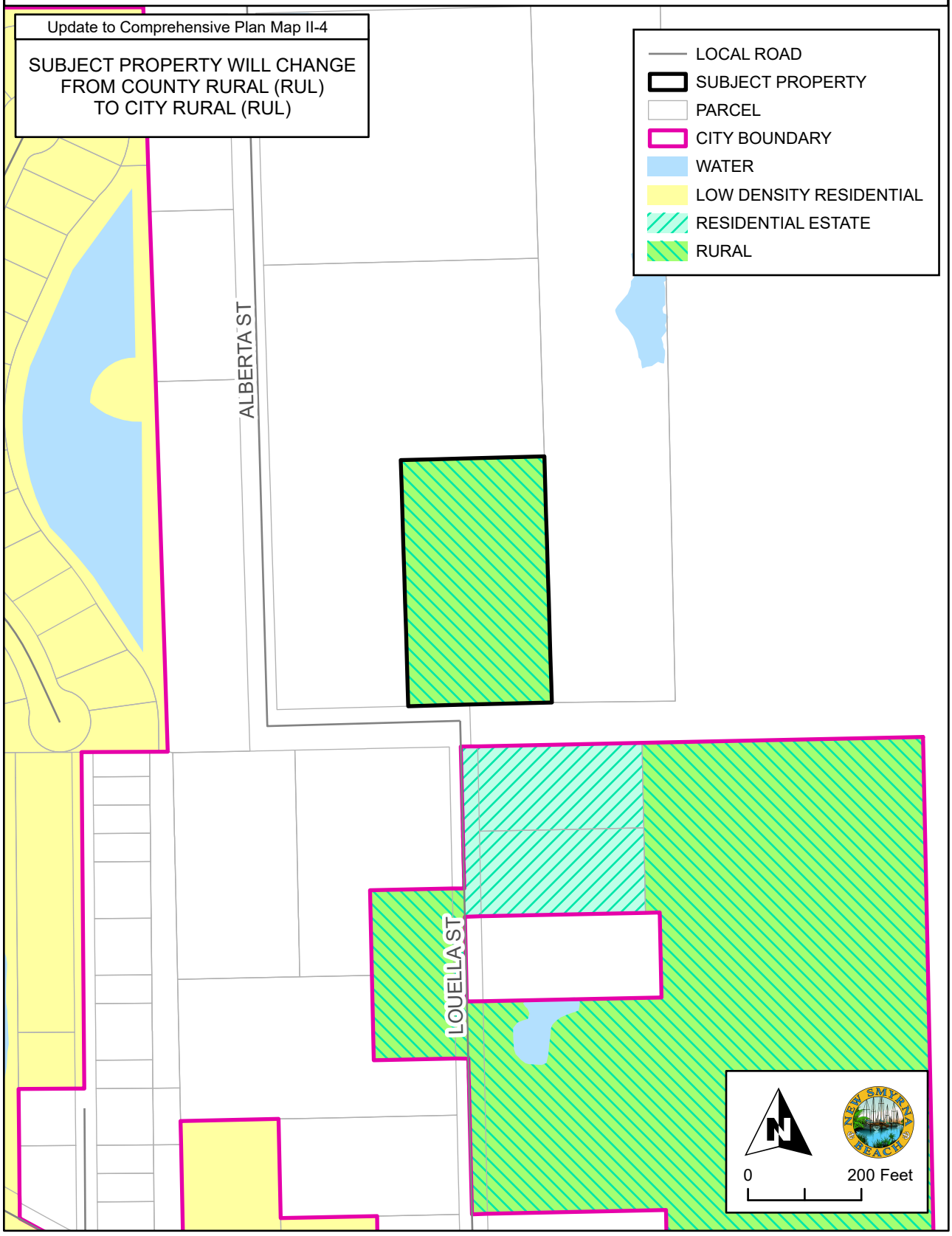
The Rural FLU designation may allow smaller lot sizes in clusters to protect environmentally sensitive land and upland buffers but shall not allow increase in density. Smaller cluster lots shall be allowed provided the clusters have large perimeter buffers to give the appearance of rural land from adjacent parcels and there is legal assurance that the property not included in the fee simple cluster lots are owned in common by the fee simple lot owners and will not be subsequently developed.

The density shall be determined as follows: Vacant parcels of land in the vicinity of existing exempt or approved platted subdivisions on or before April 3, 1990, with lot sizes from 1 unit per acre to 1 unit per 5 acres or vacant parcels of land immediately adjacent to an urban FLU category may be developed with similar density or lot sizes but not less than one (1) unit per acre. Only that portion of a parcel(s) that is within 660 feet from the above described existing exempt or approved subdivision or urban FLU category boundary, as of the adoption date of the Rural FLU category, is considered “in the vicinity.” Note: If a parcel that is “in the vicinity” is covered by more than fifty percent (50%) of the 660 feet extension, then the remaining portion of that parcel which is 10 acres or less is eligible for increased density.

Although the adjacency to the conditions described above allows for the potential of subdivisions with lots less than 5 acres in size, the actual lot size will be dependent upon the following: Compatibility of the proposed development will be viewed within the context of existing uses, public facility capacity in the area, suitability for wells and septic tank usage, and the natural features of the parcel in question, such as soils, vegetation, and floodplain. Vacant parcels or tracts of land that do not meet the preceding criteria or are in areas which have not been previously platted with lots less than 5 acres in size shall only be developed with lot sizes that are 5 acres or greater or in cluster developments at a density of no greater than one (1) unit per five (5) acres.

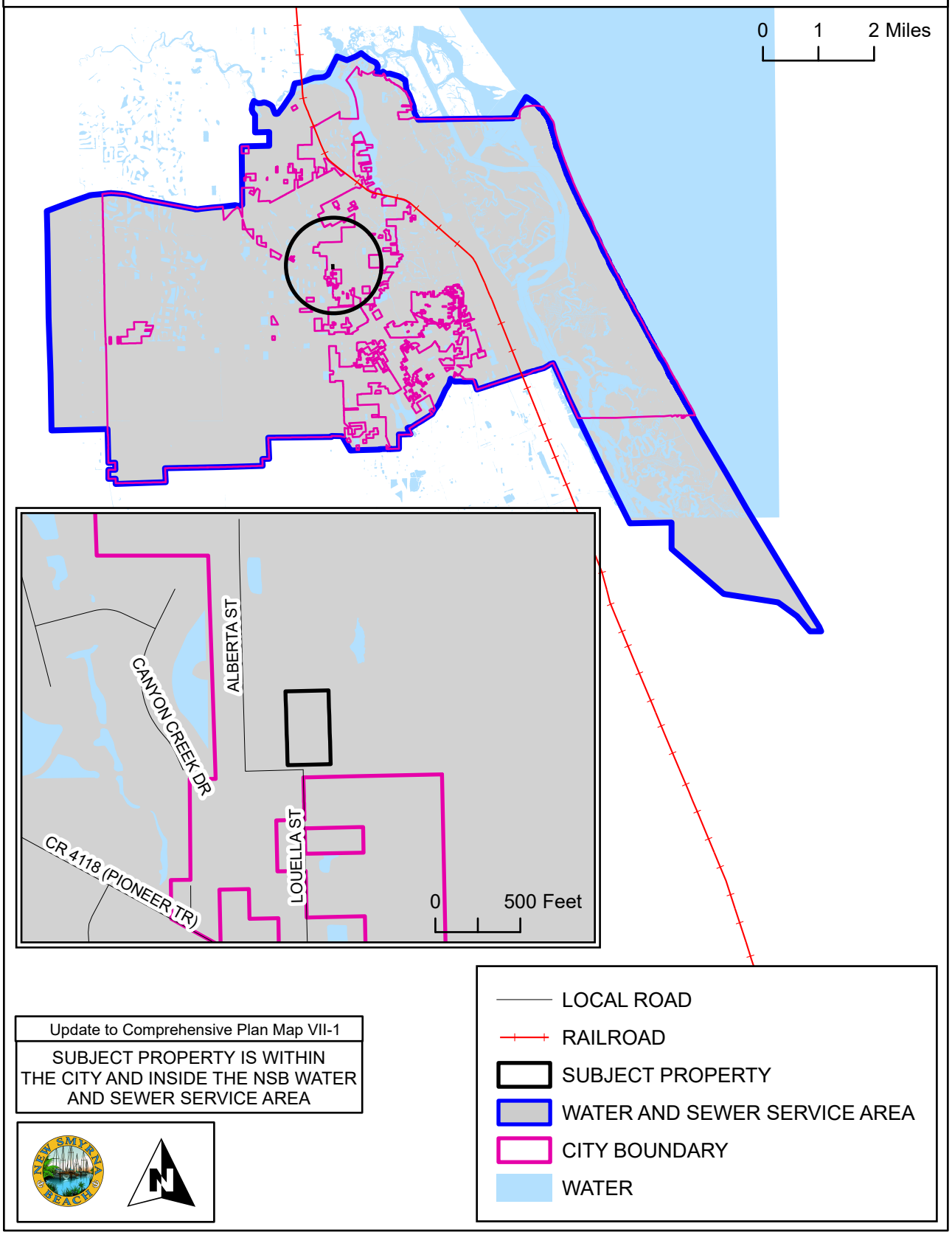
PROPOSED FUTURE LAND USE DESIGNATIONS

A-9-25



WATER AND SEWER SERVICE AREA

A-9-25

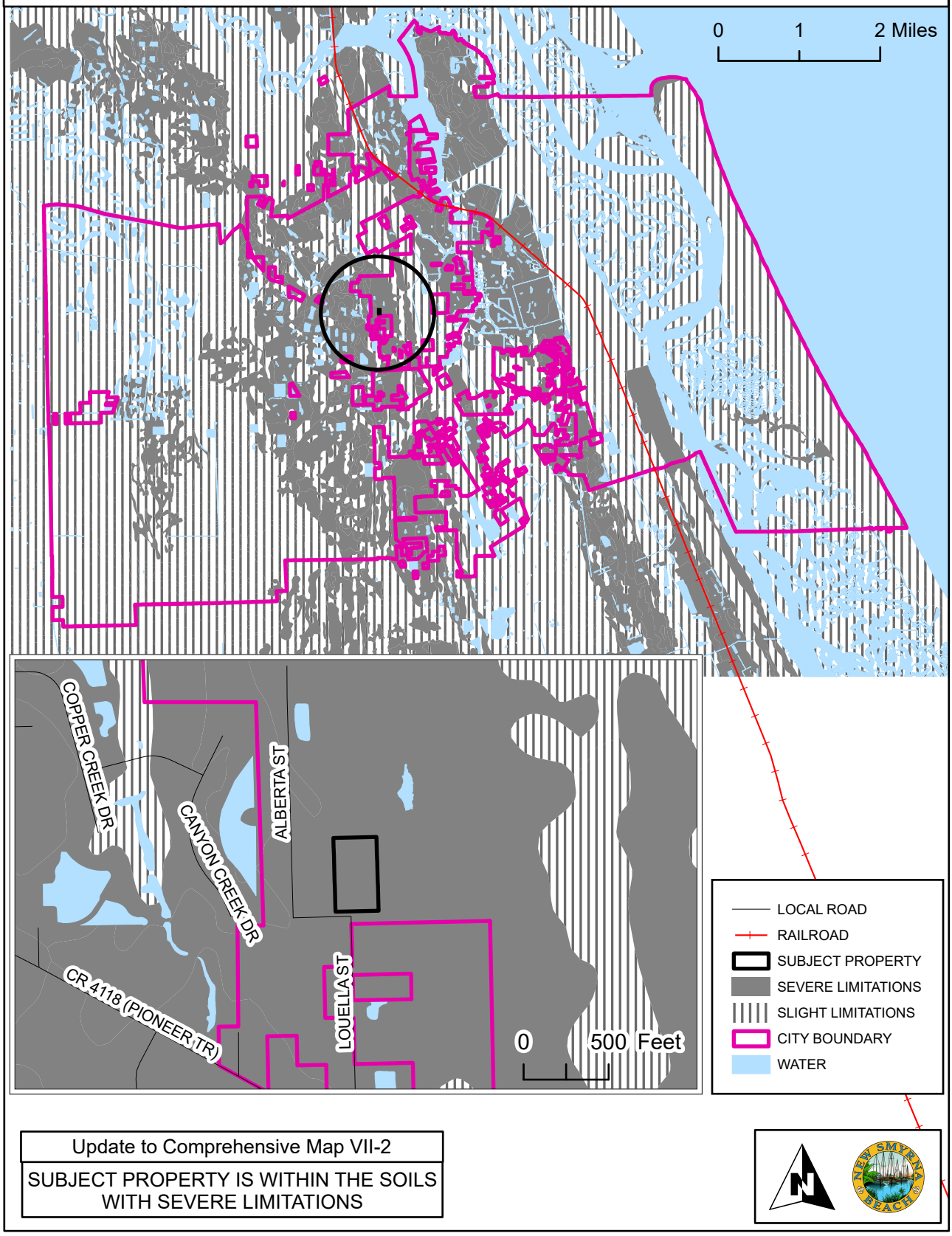


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-25

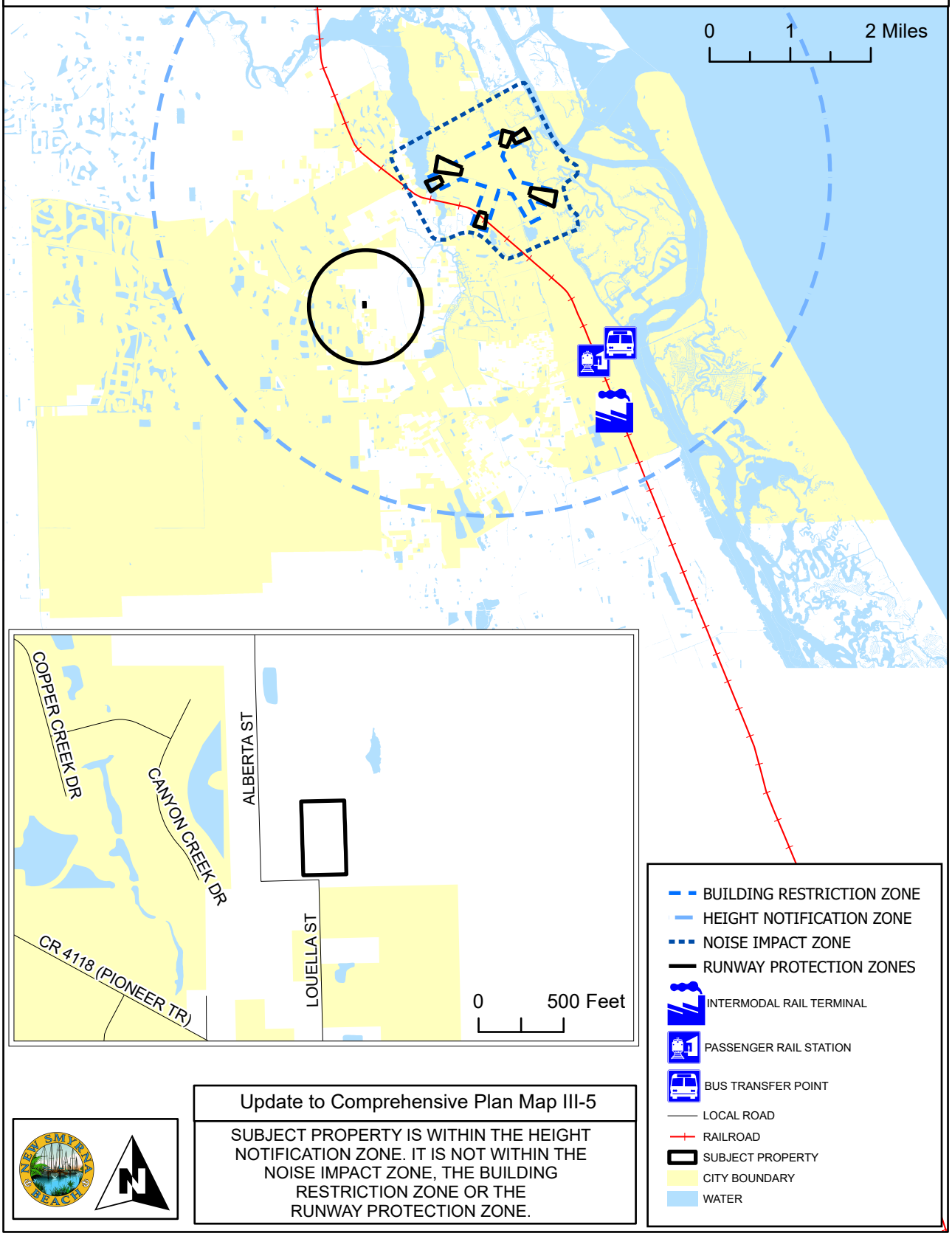


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-9-25

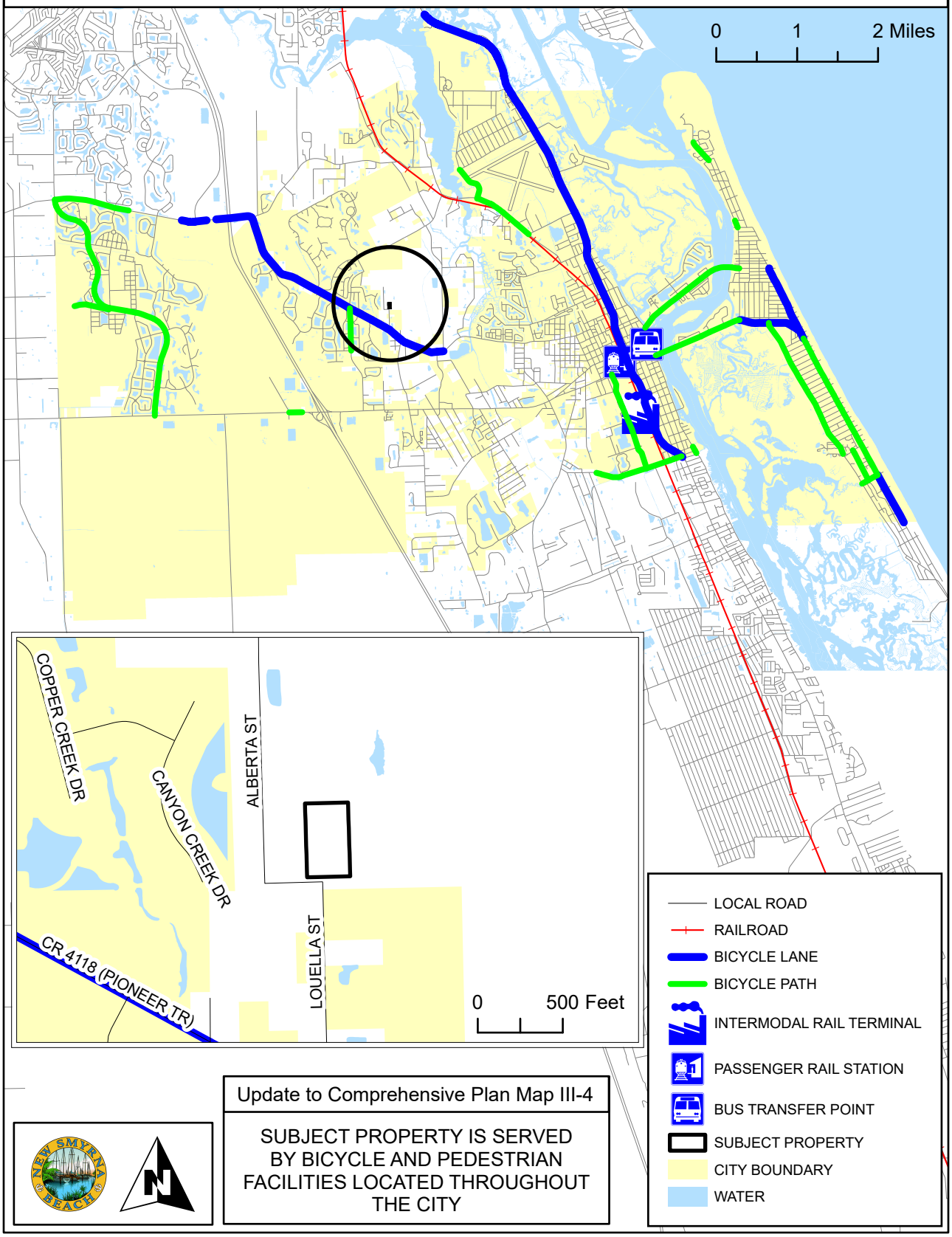


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-9-25

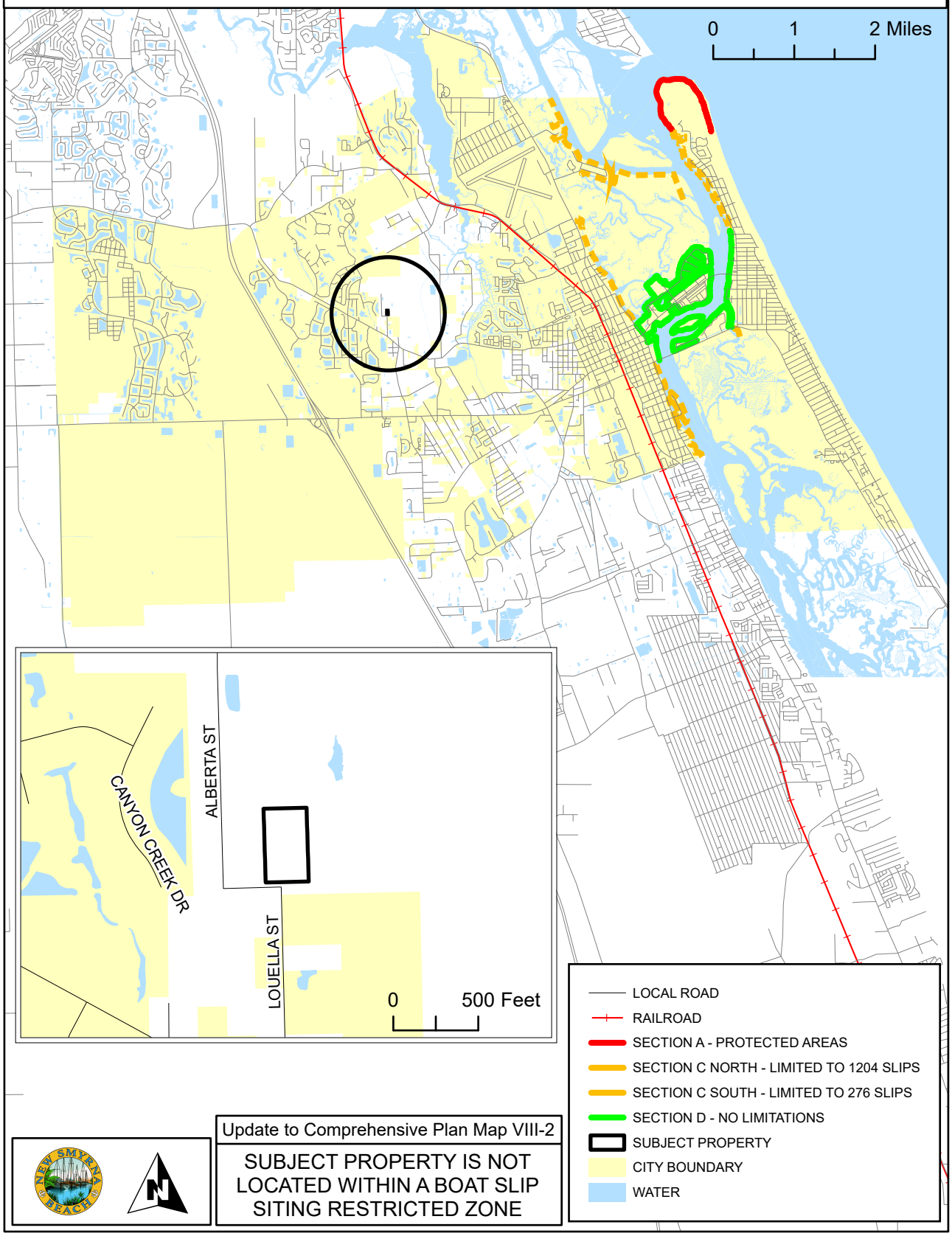


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-9-25

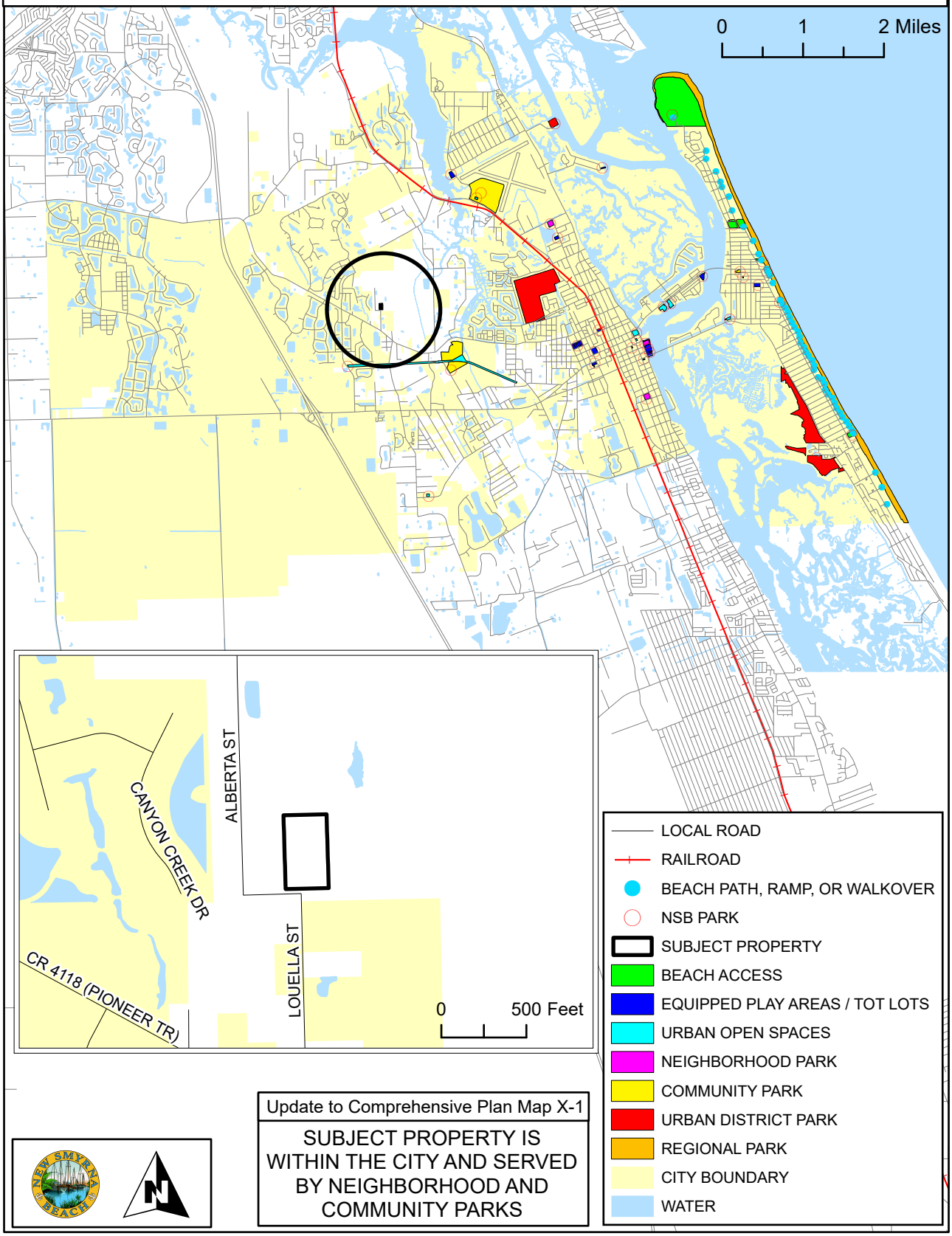


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-9-25

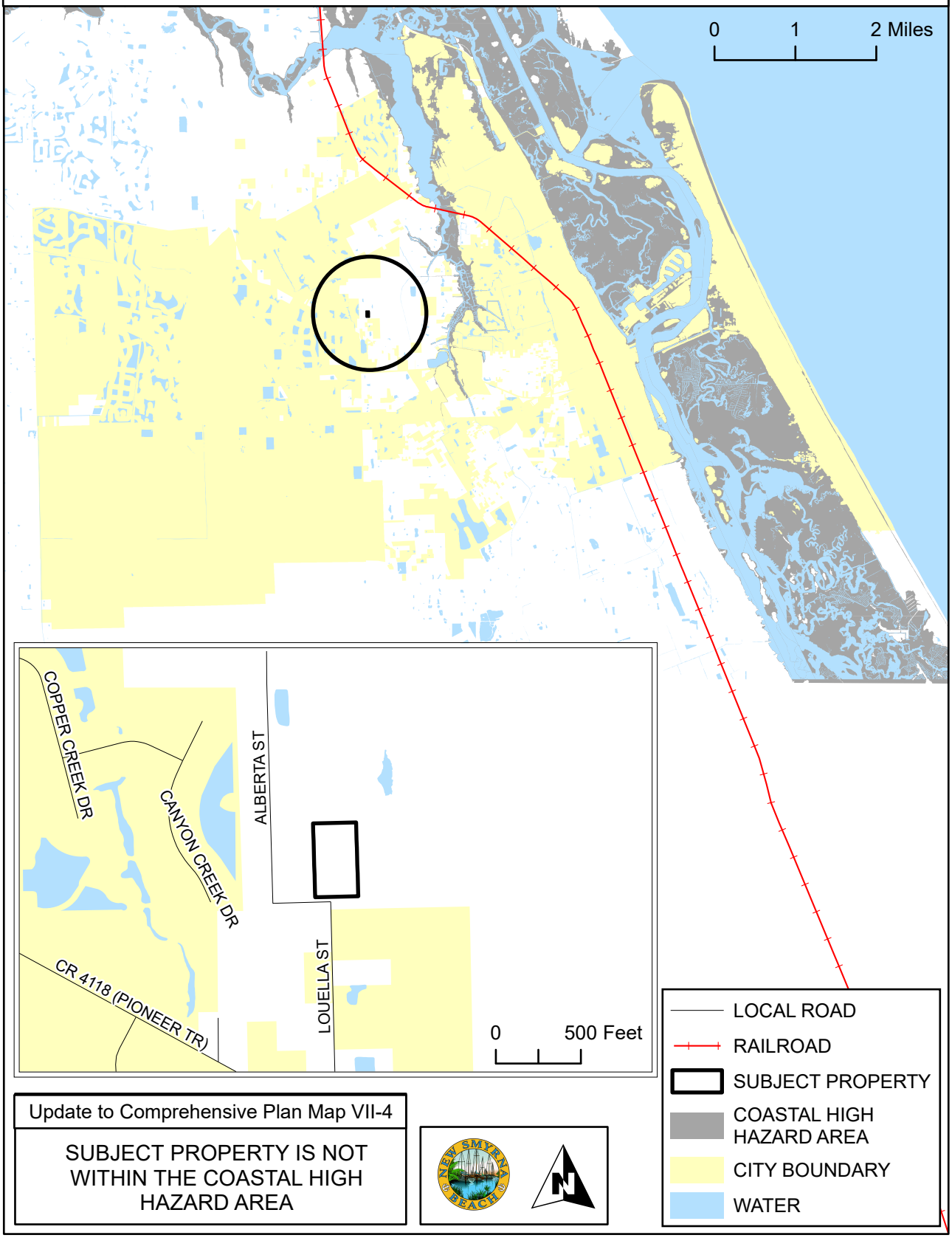


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-9-25

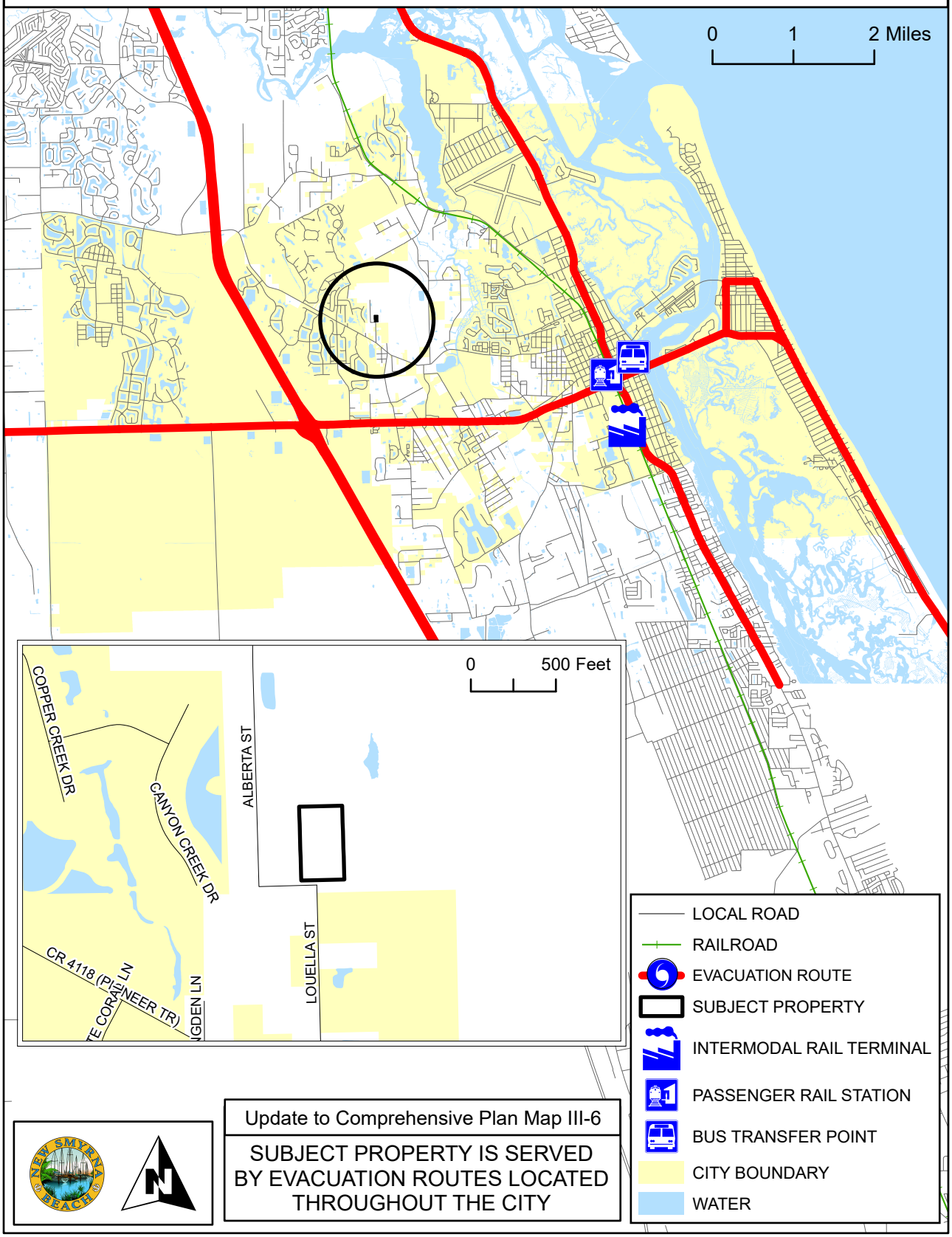


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-9-25

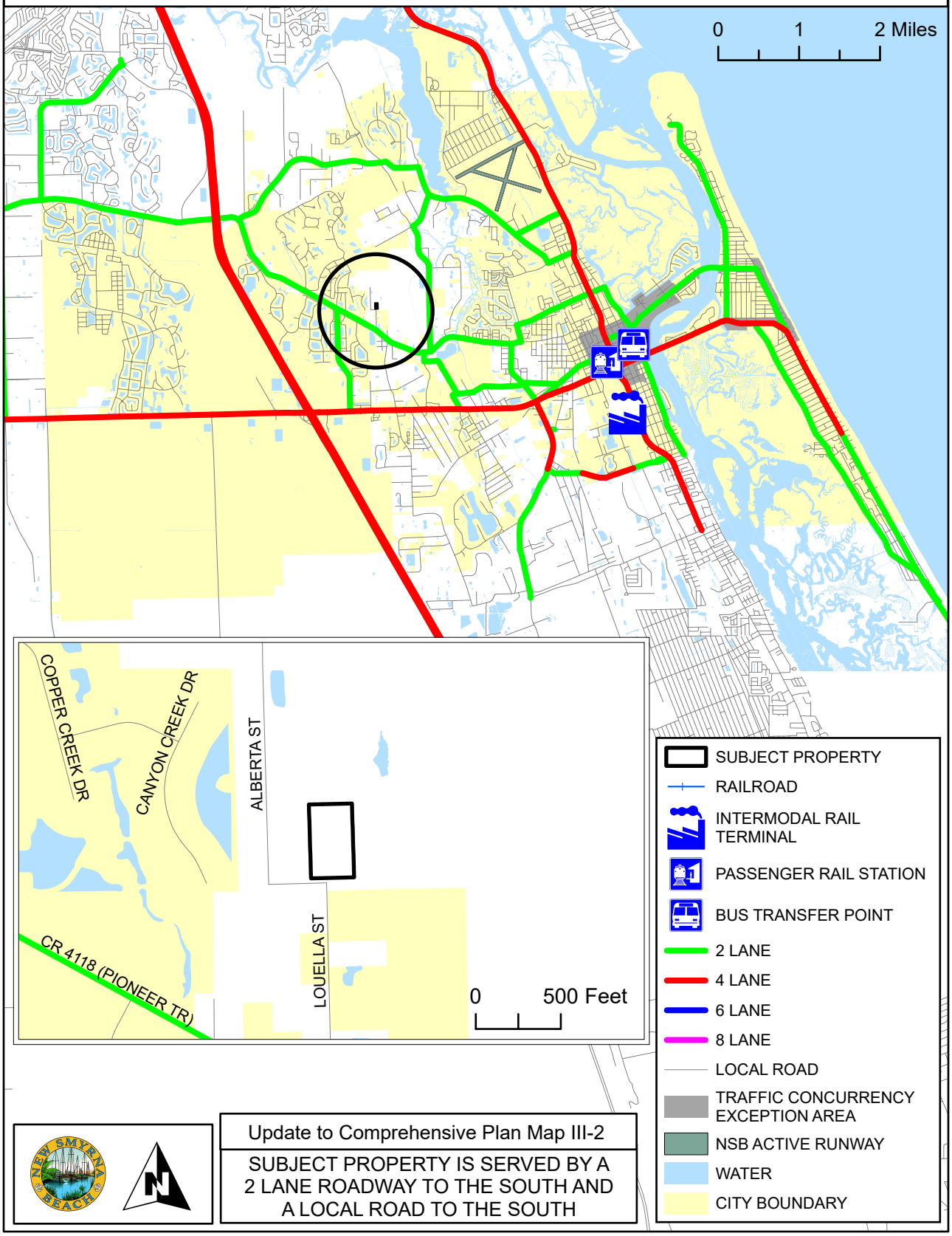


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-9-25

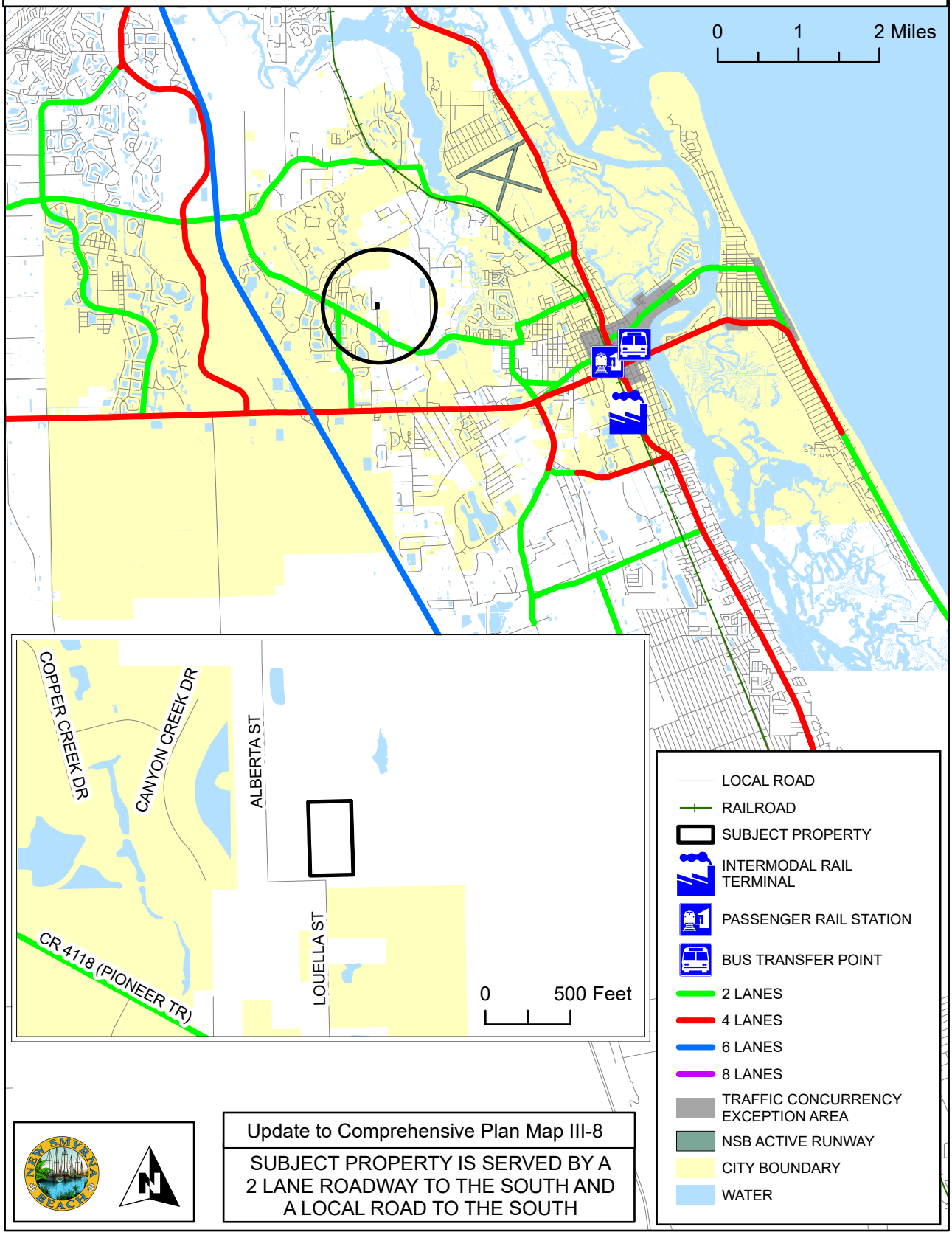


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE SOUTH

NUMBER OF TRAFFIC LANES - 2025

A-9-25

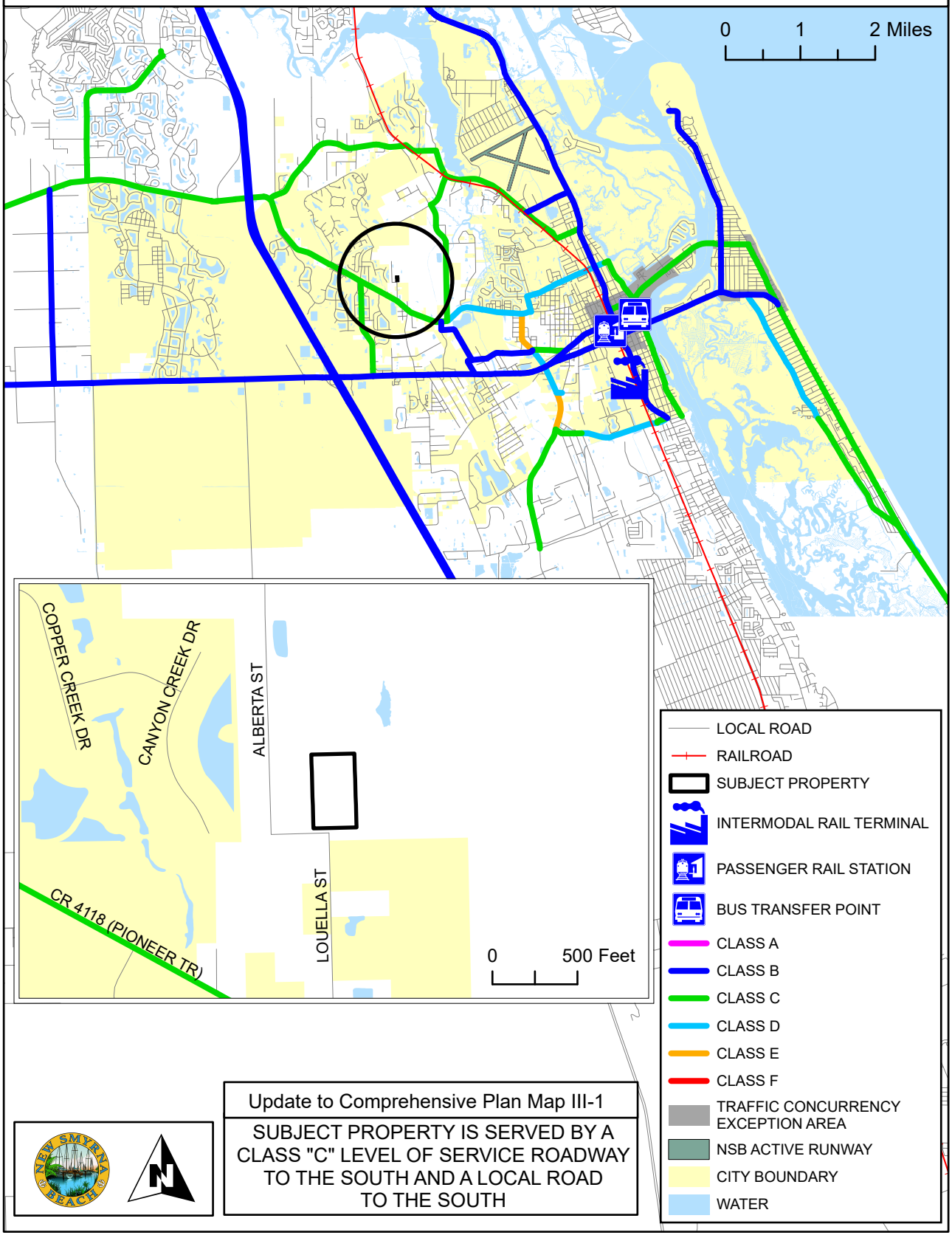


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE SOUTH

EXISTING LEVEL OF SERVICE - 2009

A-9-25

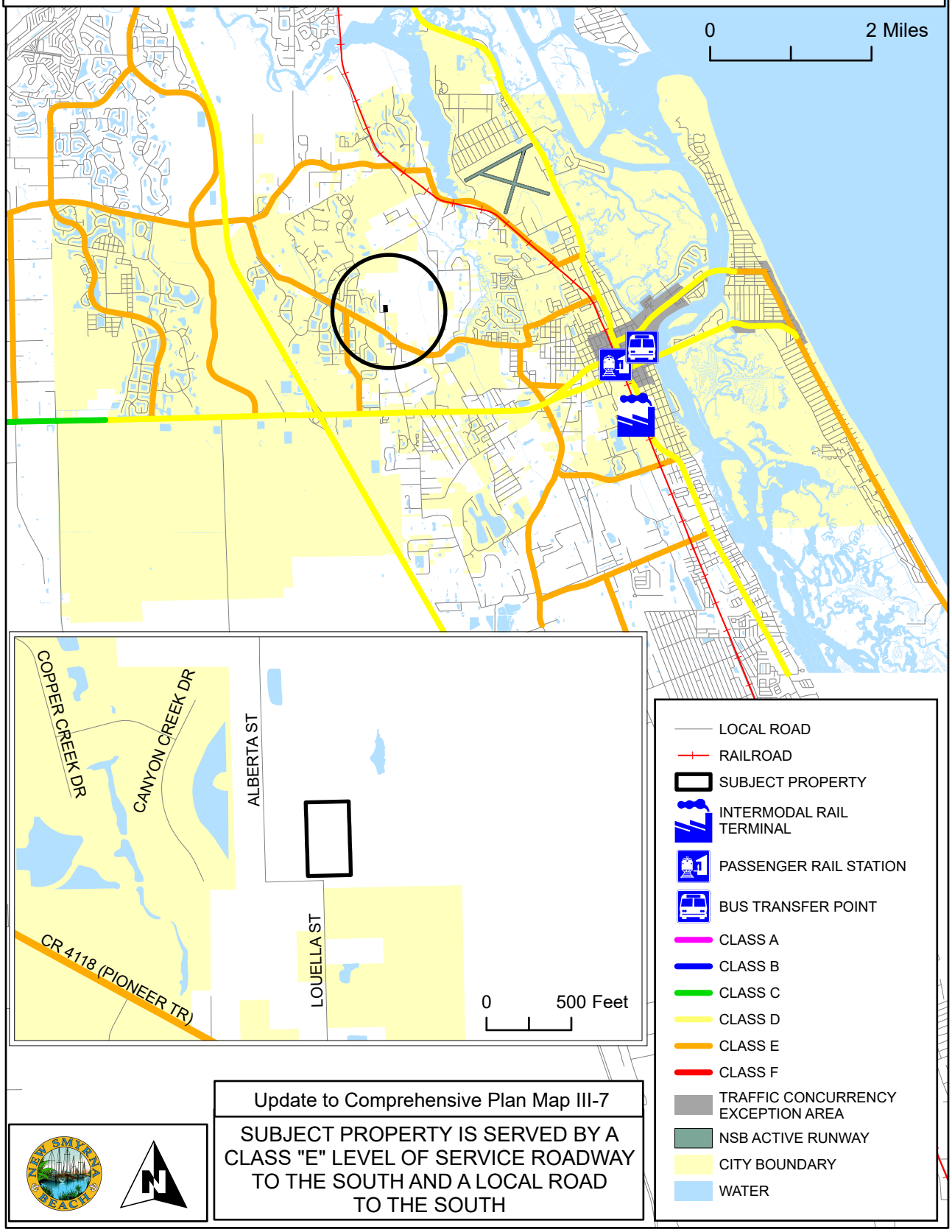


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE SOUTH

LEVEL OF SERVICE - 2025

A-9-25

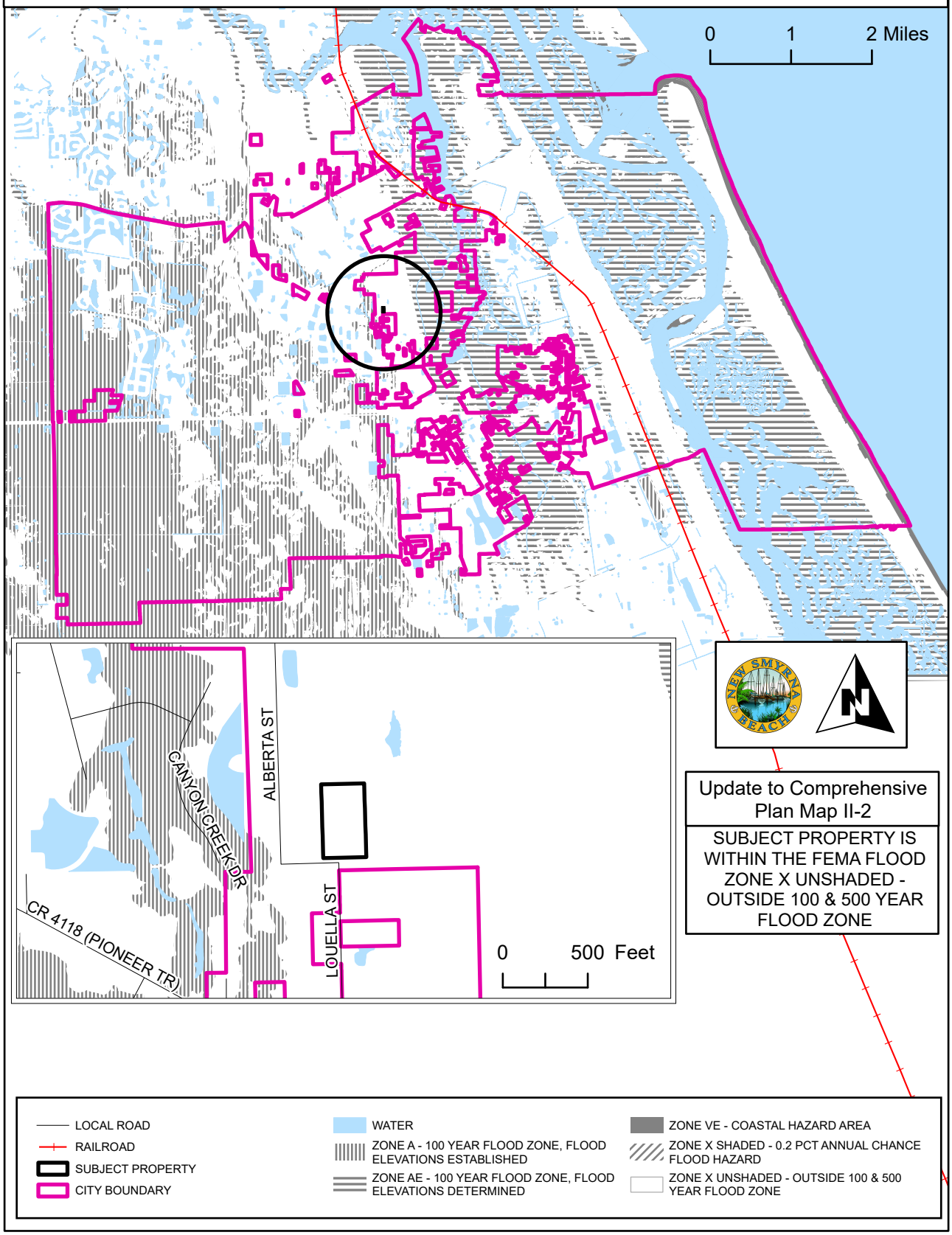


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE SOUTH

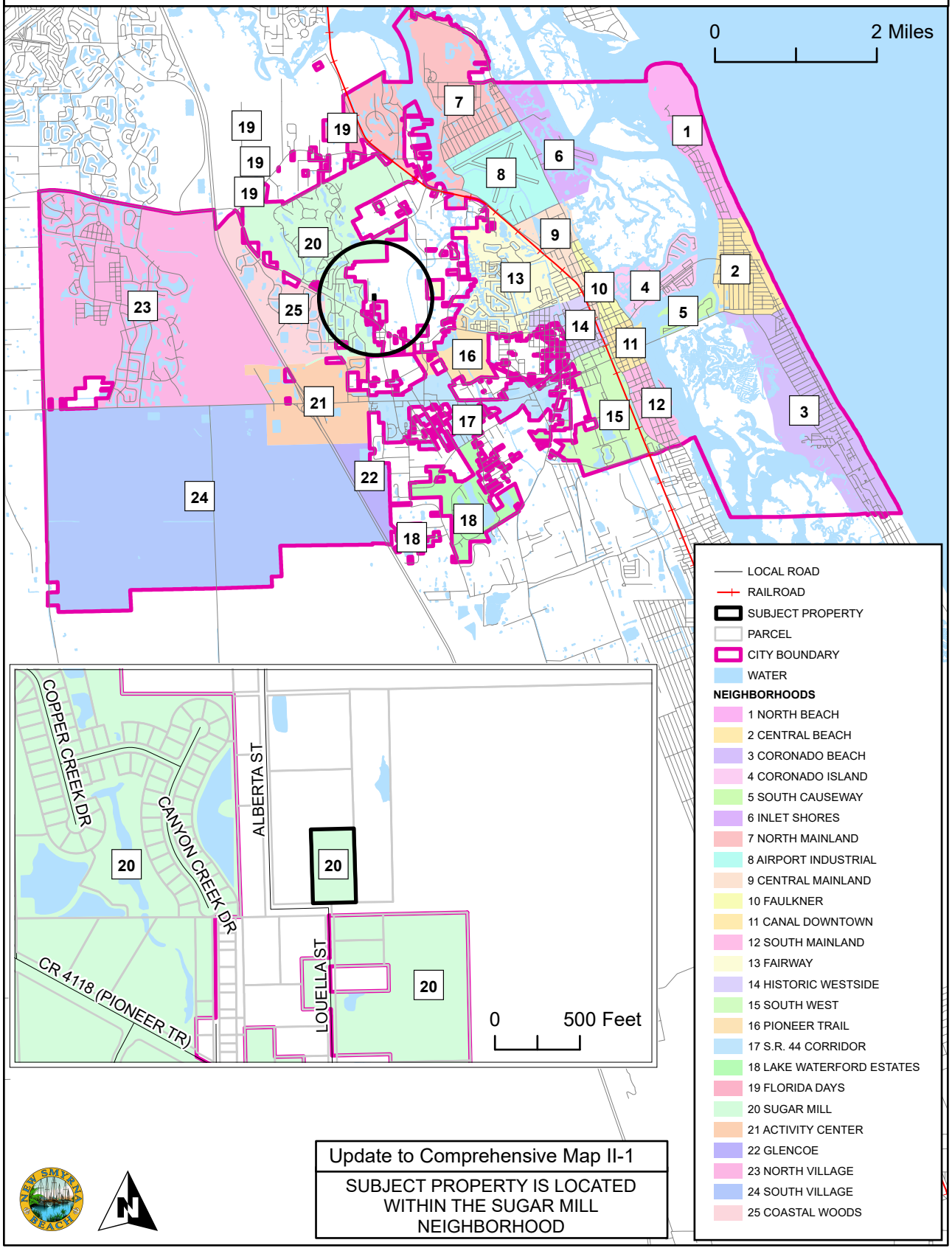
FLOOD PRONE AREAS

A-9-25



NEIGHBORHOODS

A-9-25

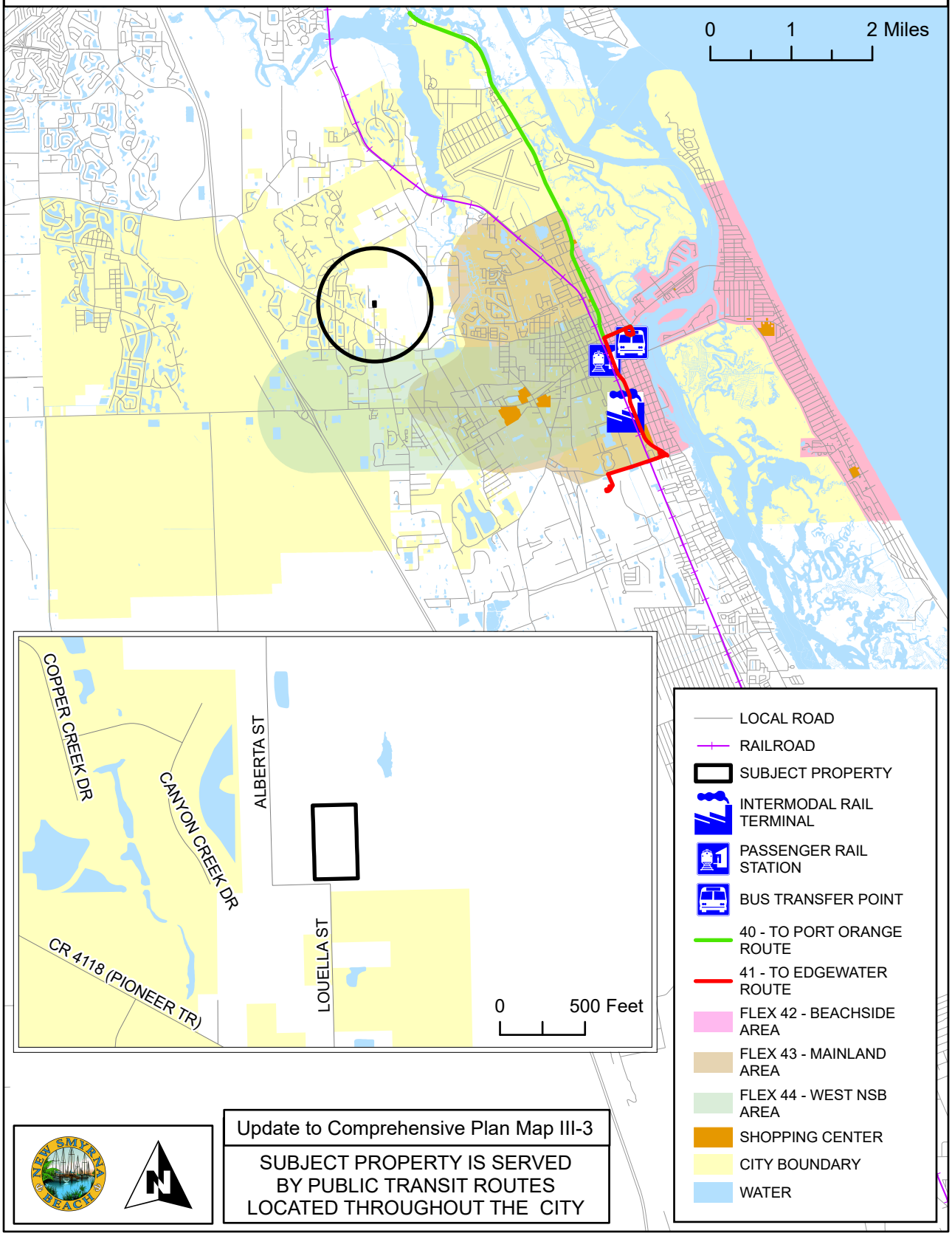


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE SUGAR MILL NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-9-25

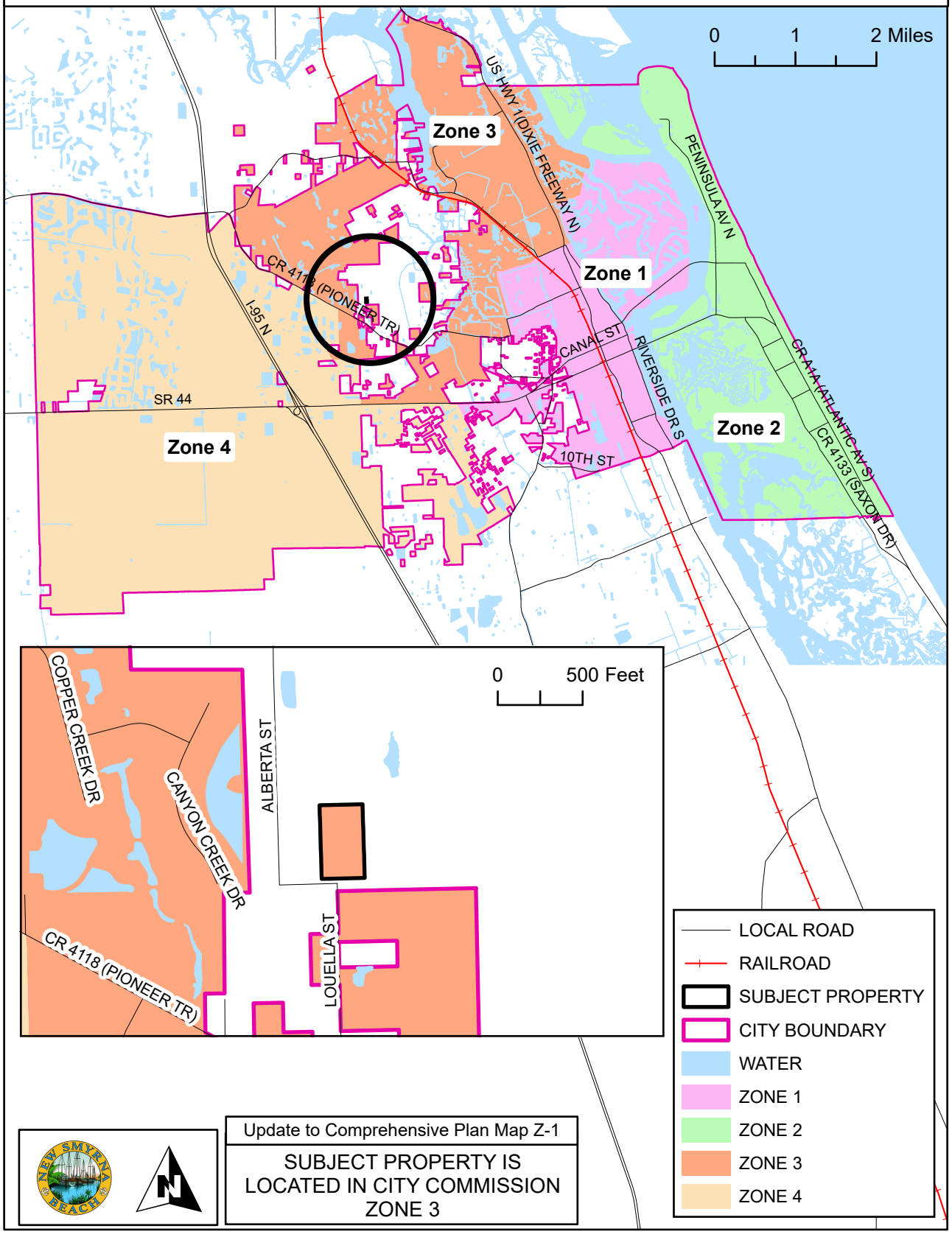


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

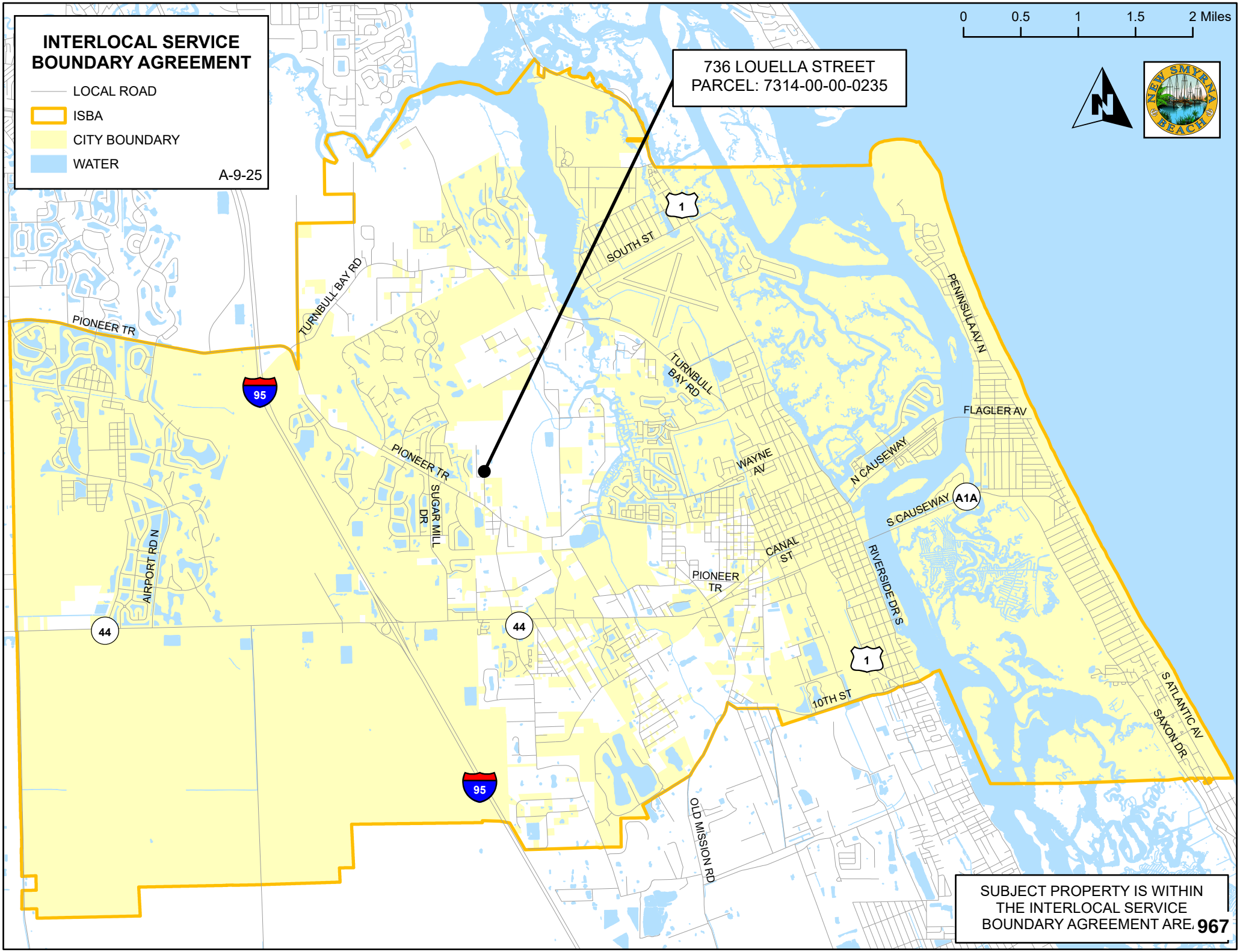
COMMISSION ZONES

A-9-25



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-9-25
736 LOUELLA STREET
PARCEL: 7314-00-00-0235
0 0.5 1 1.5 2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE. 967

LEGAL DESCRIPTION

Address:
736 Louella Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0235

AltKey Number:
6677484

Metes and Bounds by Homepartners Title Services, LLC

A PORTION OF THE NW ONE-QUARTER (1/4), OF THE NW ONE QUARTER (1/4), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, (CERTIFIED CORNER RECORD DOCUMENT #0004157), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE ,WESTERLY LINE OF SAID SECTION 14, ASSUMING A BASIS OF BEARINGS OF SOUTH 00 00'00" EAST, A DISTANCE OF 1319.43 FEET TO A POINT BEING A 5 INCH CAST IRON PIPE AND IRON ROD, CERTIFIED CORNER RECORD DOCUMENT #0004425, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 14, THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 14, RUN SOUTH 89° 55’ 33" EAST, A DISTANCE OF 899.70 FEET; THENCE NORTH 00° 00' 29” EAST A DISTANCE OF 65.73 FEET; THENCE RUN NORTH 89° 54' 10" WEST A DISTANCE OF 231.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 54' 10" WEST A DISTANCE OF 253.31 FEET; THENCE NORTH 00° 00' 29” EAST A DISTANCE OF 458.00 FEET; THENCE SOUTH 89° 54' 10" EAST A DISTANCE OF 253.31 FEET; THENCE SOUTH 00° 00' 29" WEST A DISTANCE OR 458.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 369, PUBLIC RECORDS OF SAID COUNTY.

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 731400000235

File Number: 186-27510V

Consideration: $270,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this **21st day of August, 2023**, between

Judith Ann Johns, a single woman
whose post office address is **122 Hazelwood River Road, Edgwater, FL 32141**, grantor,

and

Nicole A. Shuler and Ryan E. Shuler, wife and husband
whose post office address is **3202 Stonebridge Trail, Valrico, FL 33596**, 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 the **Volusia County, Florida**, to-wit:

A Portion of The NW one-quarter (1/4), of the NW one quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Corner Record Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South along the Westerly line of said Section 14, assuming a basis of bearings of South 00 00' 00" East, a distance of 1319.43 feet to a point being a 5 inch cast iron pipe and iron rod, Certified Corner Record Document #0004425, said point being the Southwest corner of the Northwest one-quarter (1/4), of the Northwest one-quarter (1/4) of said Section 14, thence along the Southerly line of the aforementioned Northwest one-quarter (1/4), of the Northwest one-quarter (1/4), Section 14, run South 89° 55' 33" East, a distance of 899.70 feet; thence North 00° 00' 29" East a distance of 65.73 feet; thence run North 89° 54' 10" West a distance of 231.00 feet for a point of beginning; thence continue North 89° 54' 10" West a distance of 253.31 feet; thence North 00° 00' 29" East a distance of 458.00 feet; thence South 89° 54' 10" East a distance of 253.31 feet; thence South 00° 00' 29" West a distance of 458.00 feet to the point of beginning.

Together with an easement for ingress and egress described in Official Records Book 1349, Page 369, Public

Records of said County.

Parcel Identification Number: 731400000235

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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements 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 Signature
Printed Name: Travoos Dever

Witness Signature
Printed Name: Patricia A Howe

Judith Ann Johns

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of Aug 2023, by **Judith Ann Johns, a single woman**, who is personally known to me or ( ) has produced _____ as identification.

NOTARY PUBLIC
Printed Name: Patricia A. Howe
My Commission Expires: _____

(SEAL)

PATRICIA A. HOWE
MY COMMISSION # HH 350814
EXPIRES: March 29, 2027

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 73-25 Small Scale 736 Louella St.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 73-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 2.7± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LOUELLA STREET, EAST OF ALBERTA STREET, ADDRESSED AS 736 LOUELLA STREET, FROM VOLUSIA COUNTY *RURAL* TO CITY *RURAL*; 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, Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 2.7± acres of property generally located on the north side of Louella Street, east of Alberta Street, addressed as 736 Louella Street, from Volusia County *Rural* to City *Rural*; to amend City Neighborhood Map II-1 to show the subject property is located within the Sugar Mill Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the south and local road to the south; 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 local road to the south; 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 south; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by 2-lane roadway to the south and a local road to the south; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the soils with severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks;

to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 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 September 8, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Rural* to City *Rural* 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* to City *Rural.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within Sugar Mill Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2,** is hereby amended to show the subject property is within FEMA Flood Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the south and a local road to the south.

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 south.

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 south.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by 2-lane roadway to the south and a local road to the south.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 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 October 28, 2025, at 6:30 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: 10/2/2025

EXHIBIT "A"

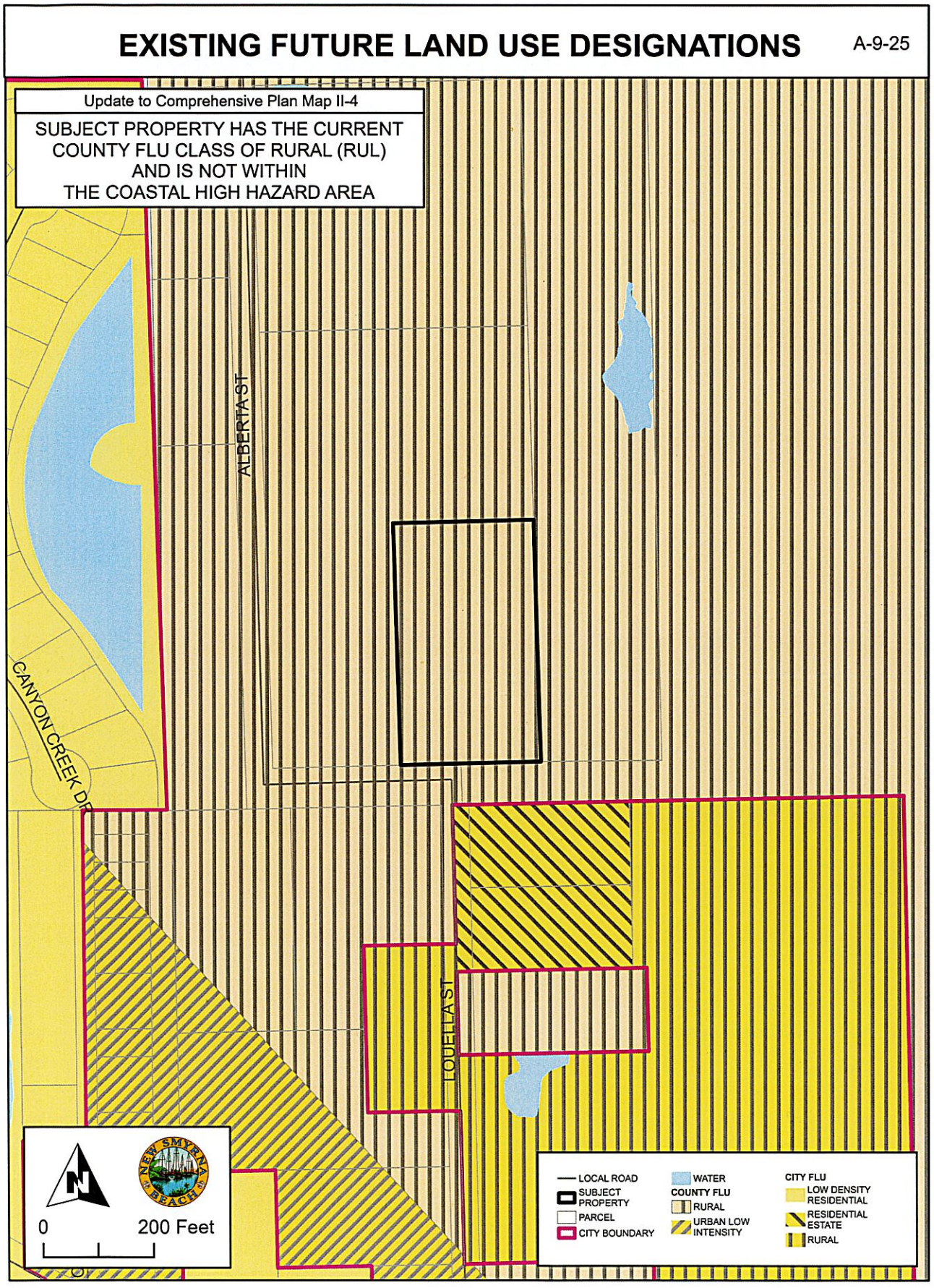

EXISTING FUTURE LAND USE DESIGNATIONS
A-9-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF RURAL (RUL) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
ALBERTA ST
CANYON CREEK DR
LOUELLA ST
0
200 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
RURAL
URBAN LOW INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL
RESIDENTIAL ESTATE
RURAL

EXHIBIT "A"

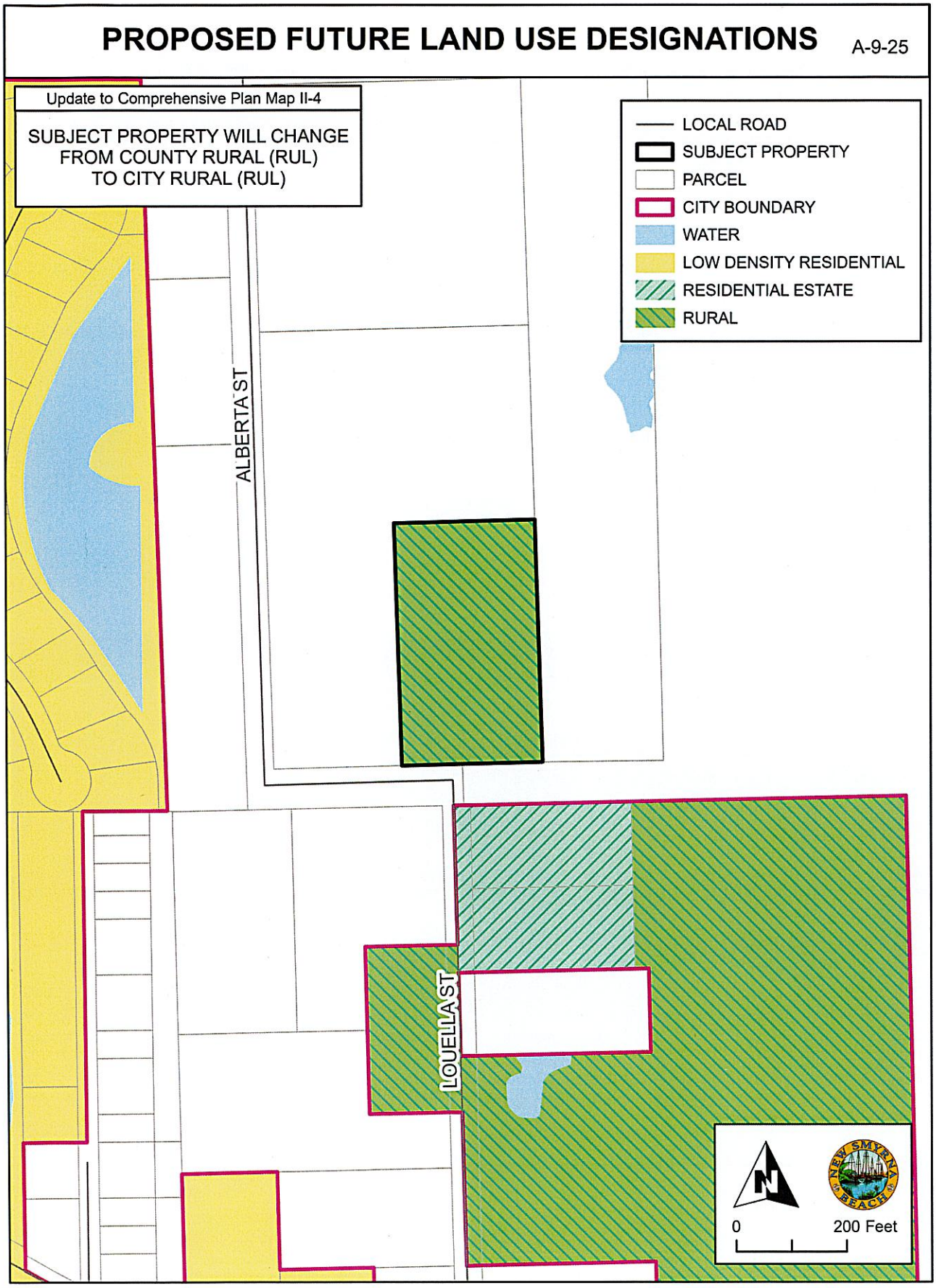

PROPOSED FUTURE LAND USE DESIGNATIONS
A-9-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RURAL (RUL) TO CITY RURAL (RUL)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
LOW DENSITY RESIDENTIAL
RESIDENTIAL ESTATE
RURAL
ALBERTA ST
LOUELLA ST
N
NEW SMYRNA BEACH
0
200 Feet

EXHIBIT "B"

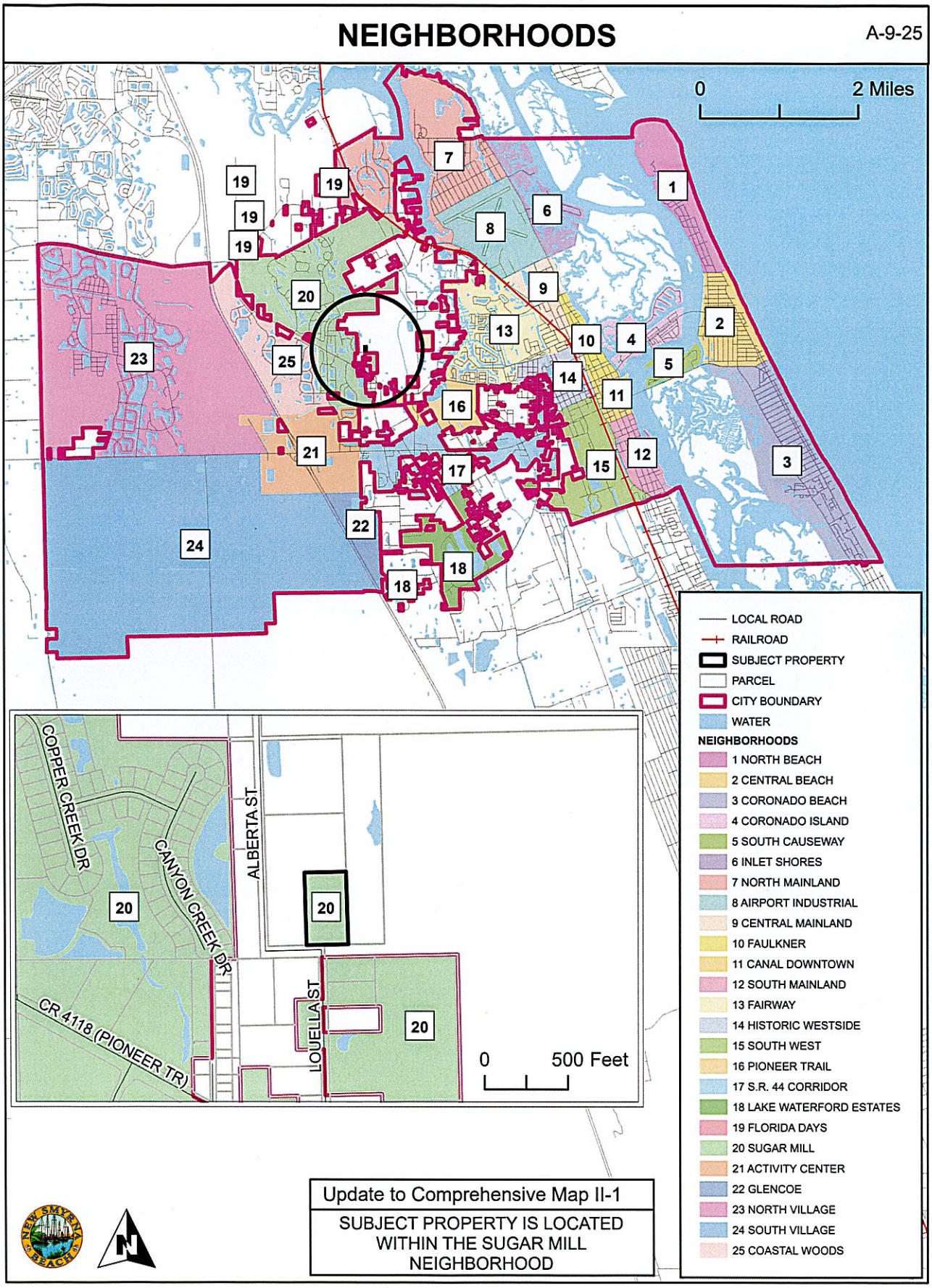

NEIGHBORHOODS
A-9-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
0
500 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE SUGAR MILL NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-9-25

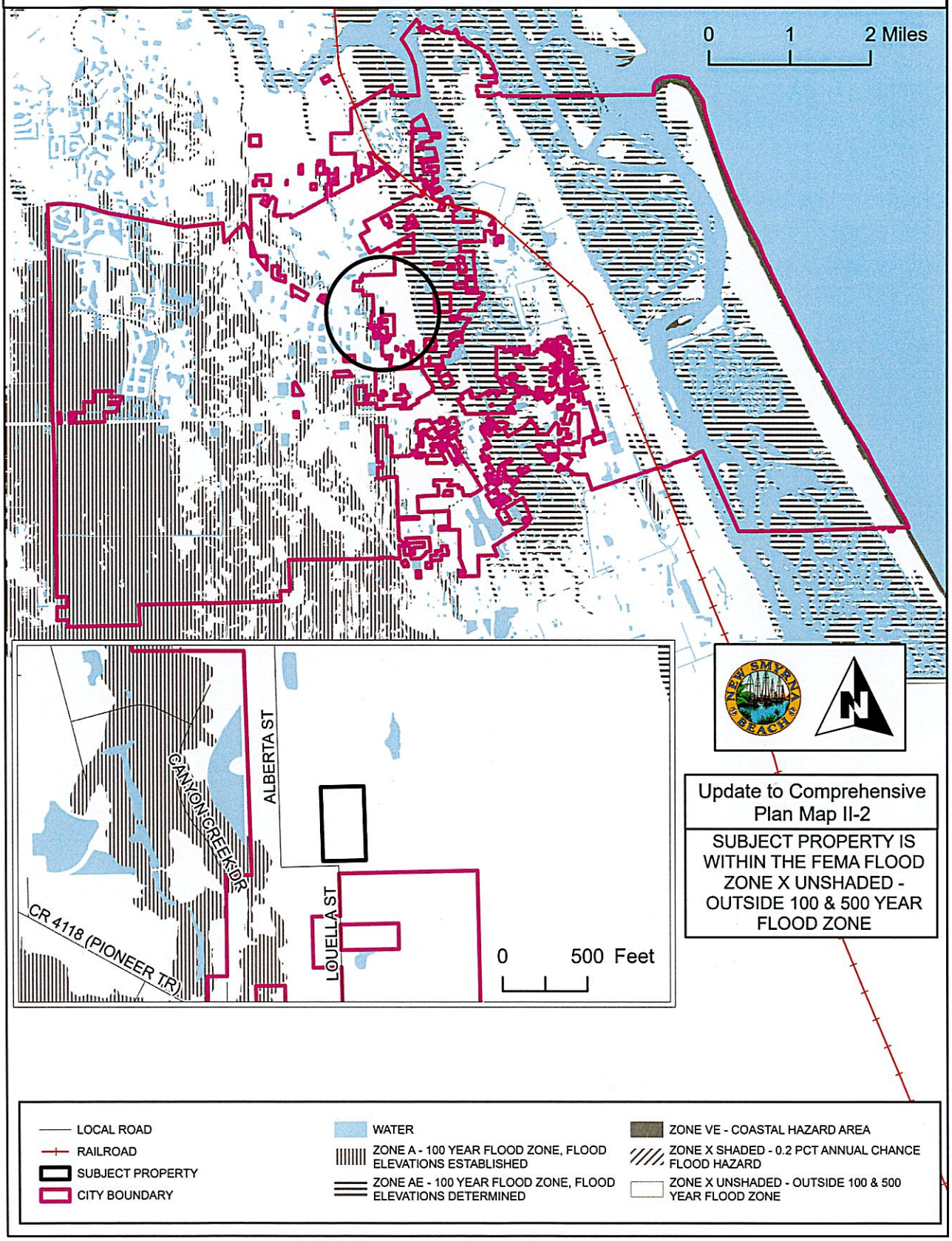


EXHIBIT "D"

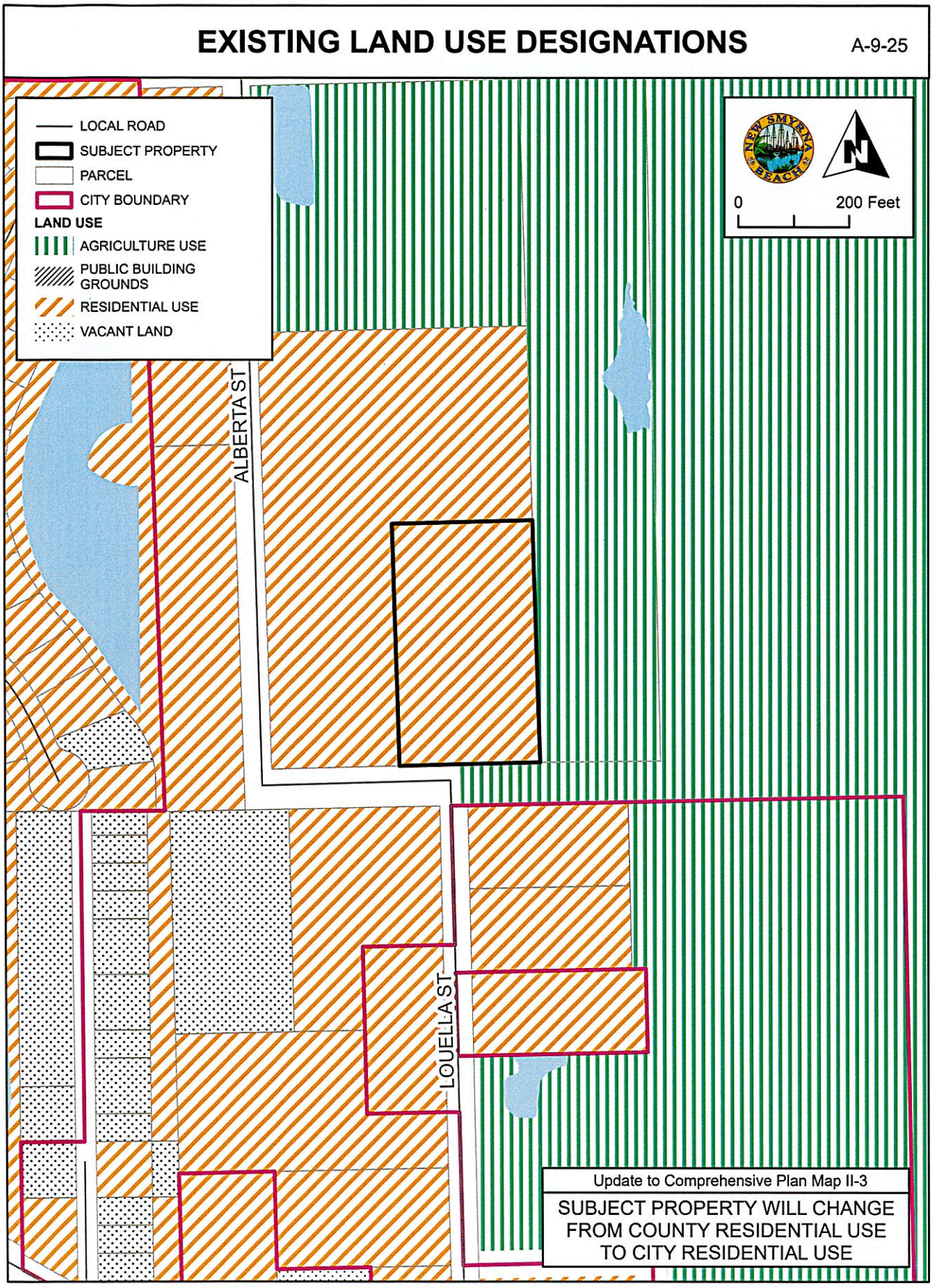

EXISTING LAND USE DESIGNATIONS
A-9-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
PUBLIC BUILDING GROUNDS
RESIDENTIAL USE
VACANT LAND
0
200 Feet
ALBERTA ST
LOUELLA ST
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

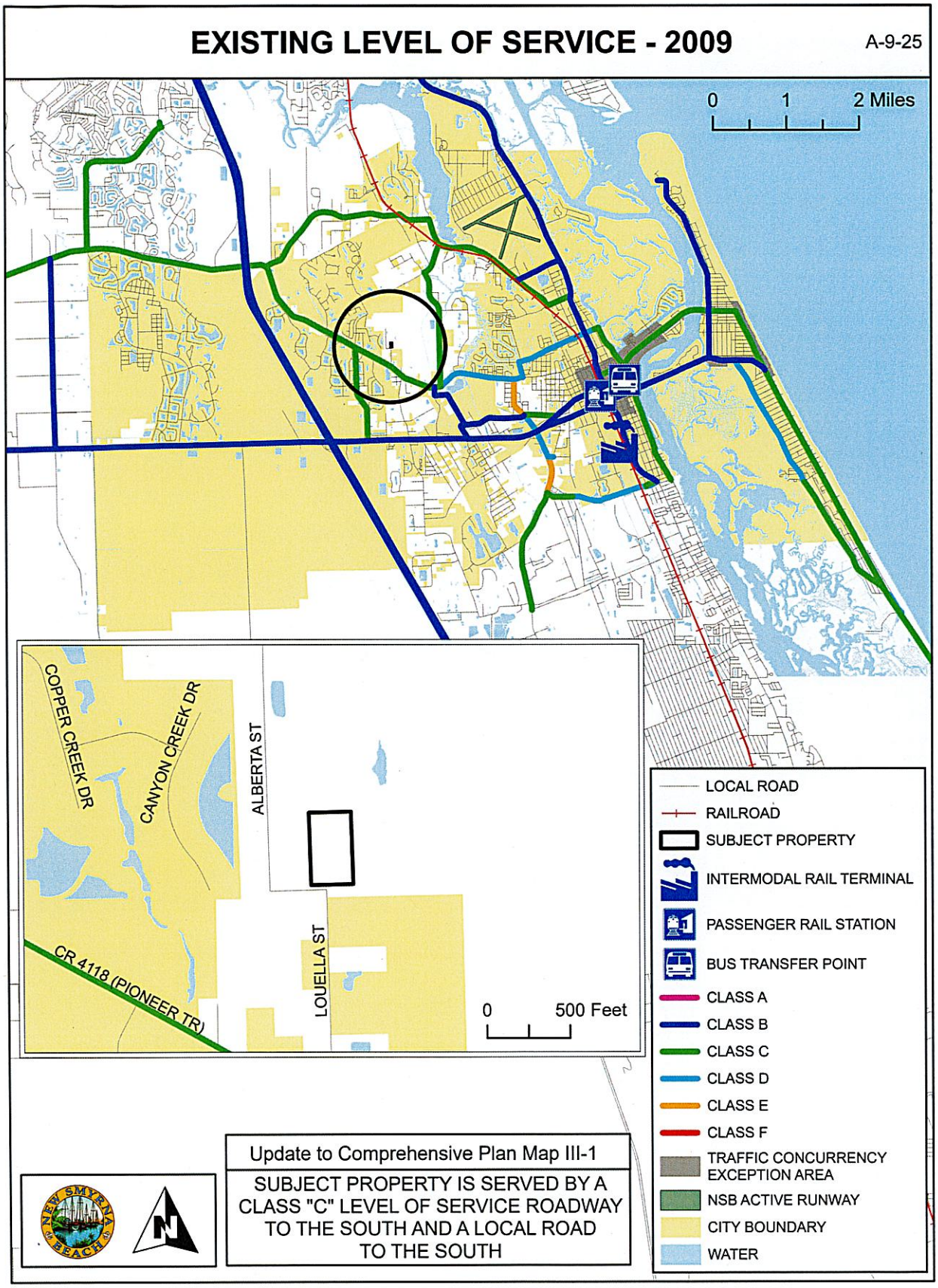

EXISTING LEVEL OF SERVICE - 2009
A-9-25
0 1 2 Miles
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
0 500 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "F"

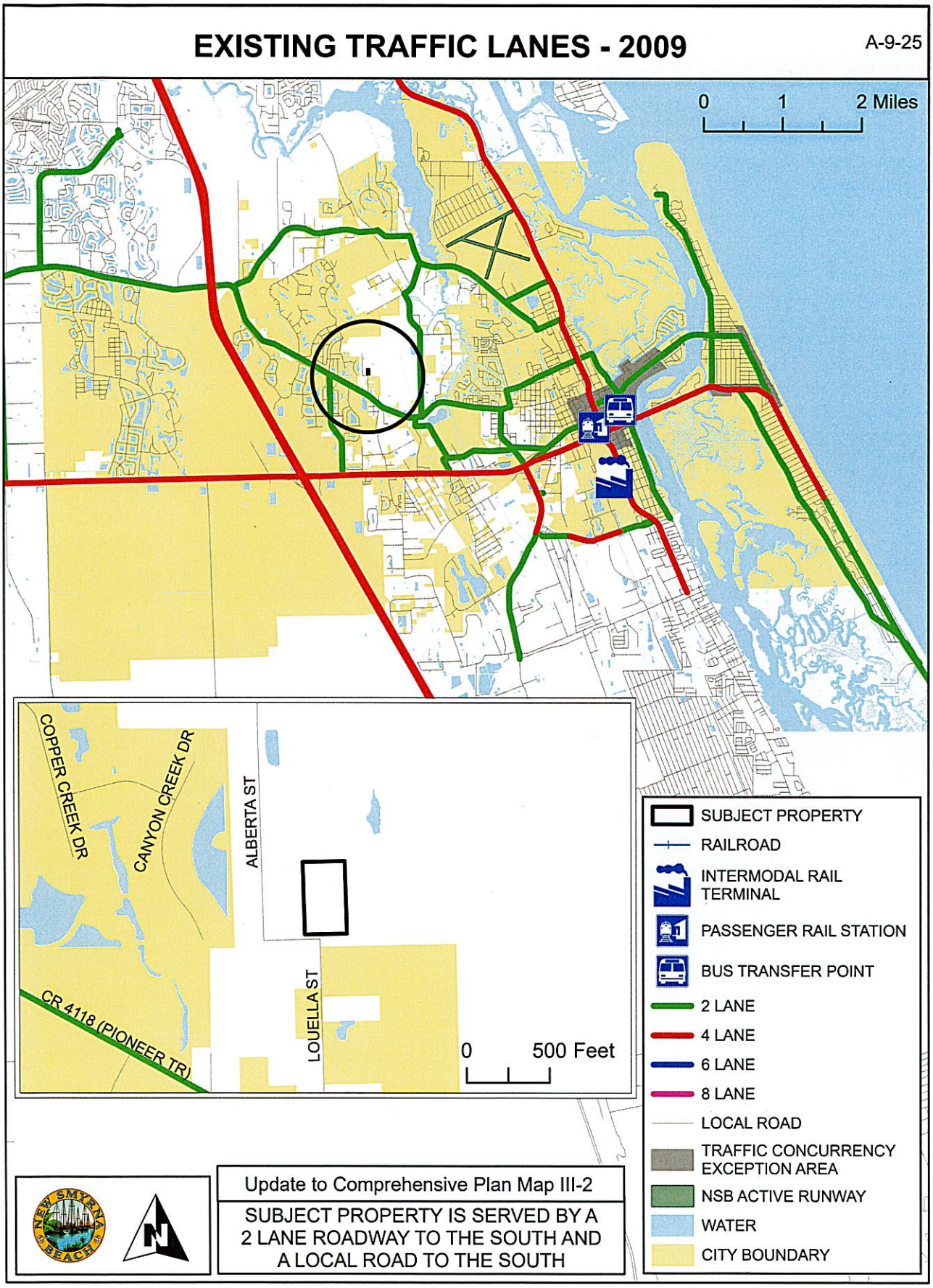
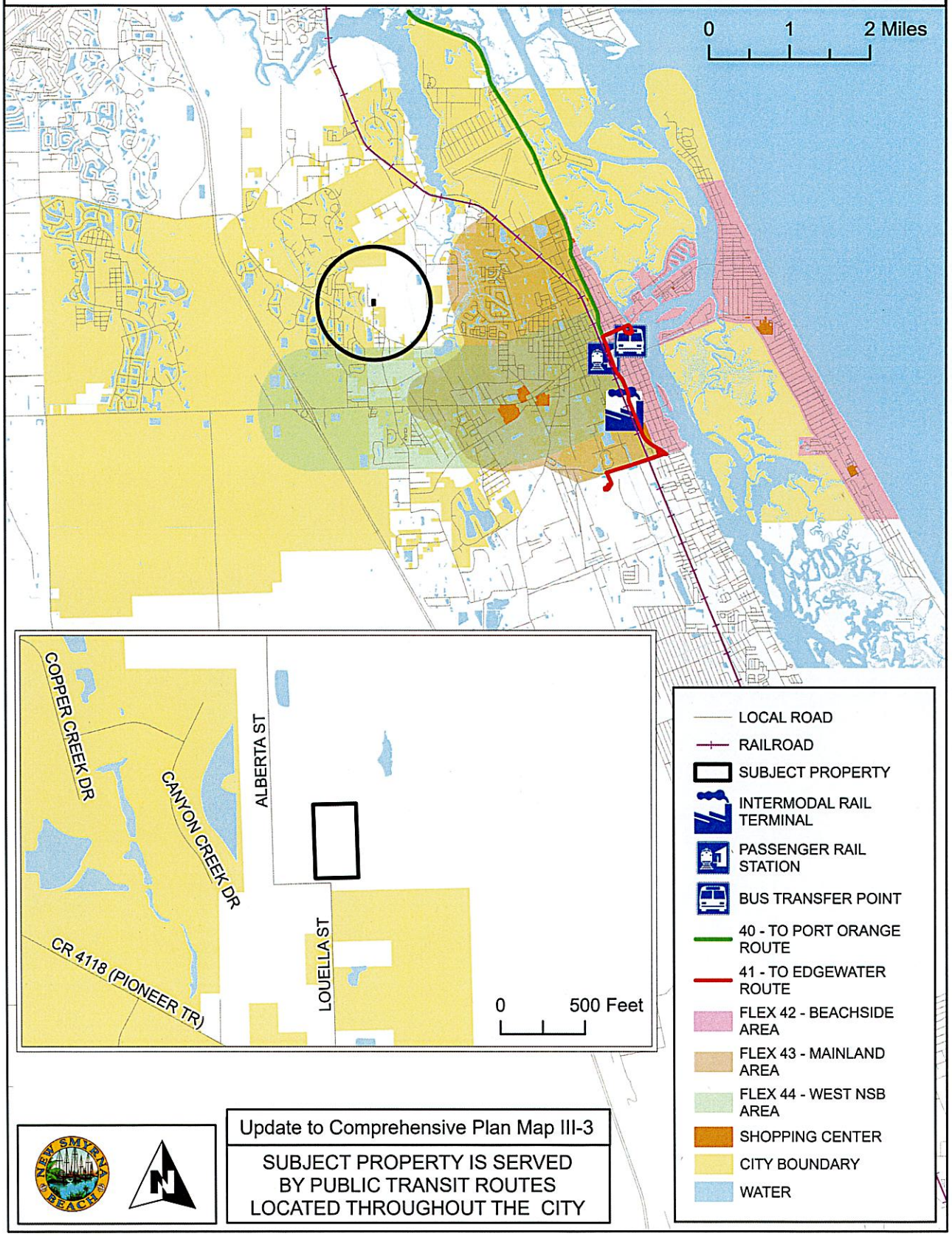

EXISTING TRAFFIC LANES - 2009
A-9-25
0 1 2 Miles
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
0 500 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
NEW SMYRNA BEACH
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-9-25



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

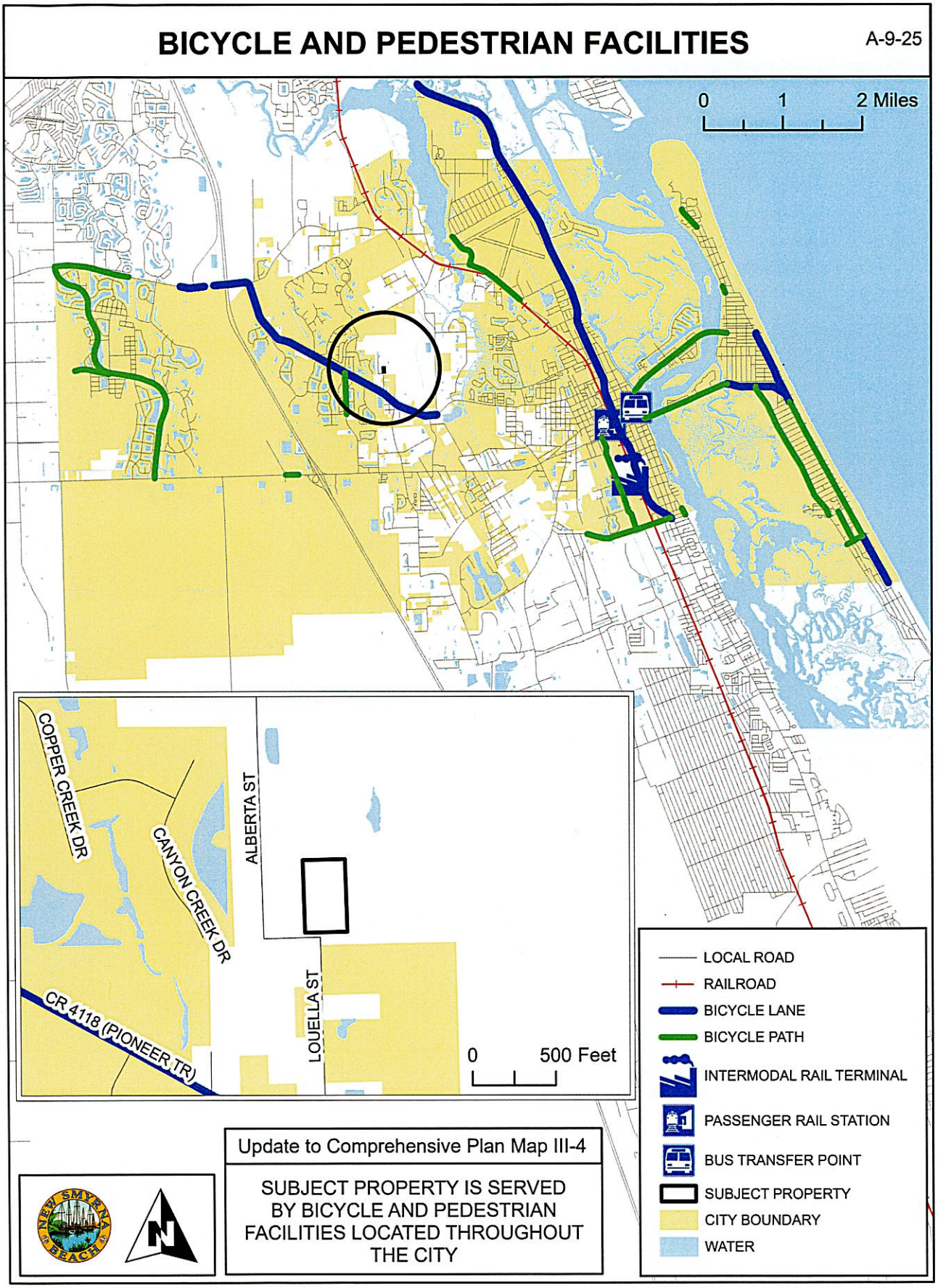

BICYCLE AND PEDESTRIAN FACILITIES
A-9-25
0 1 2 Miles
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
0 500 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

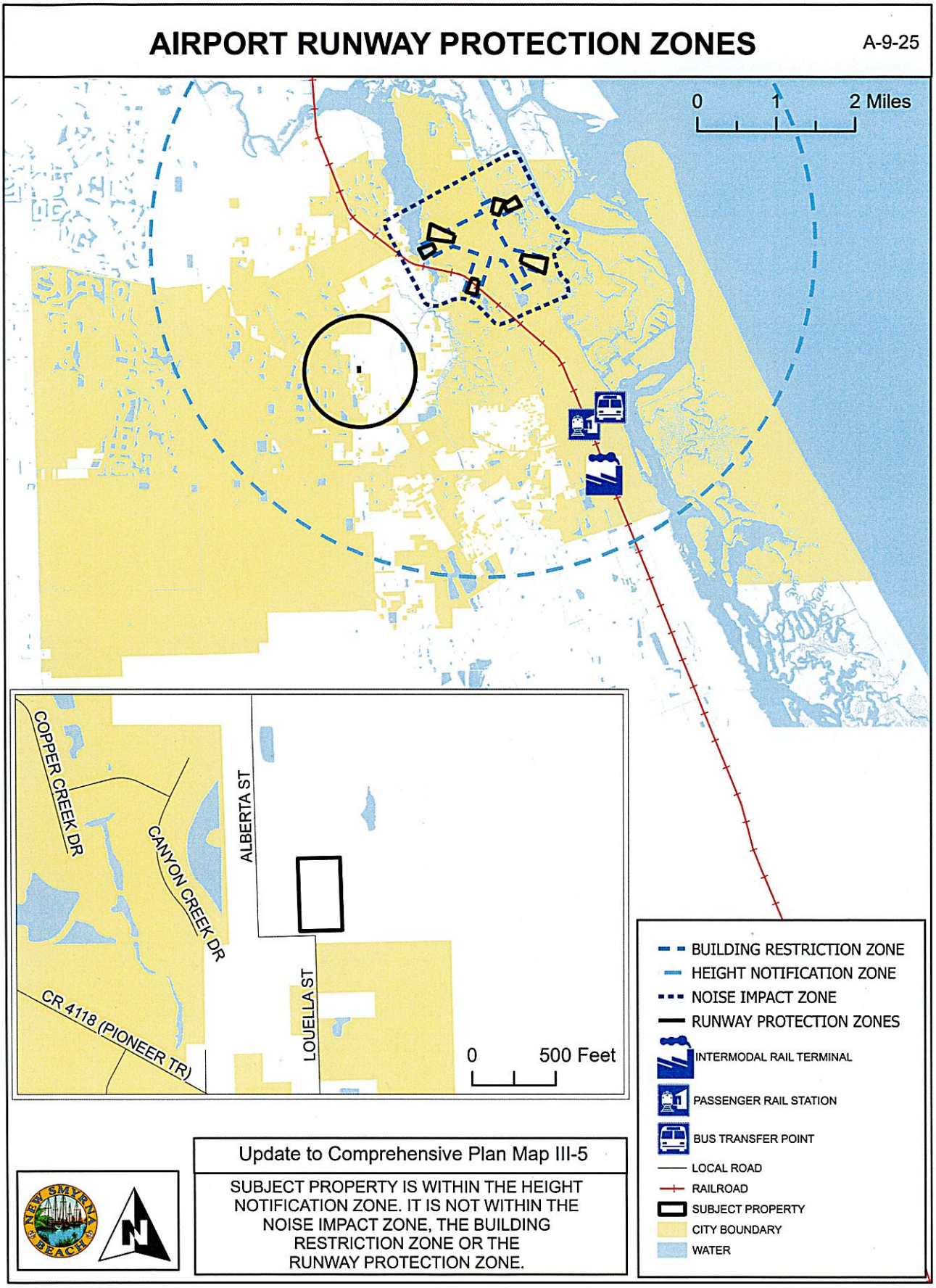
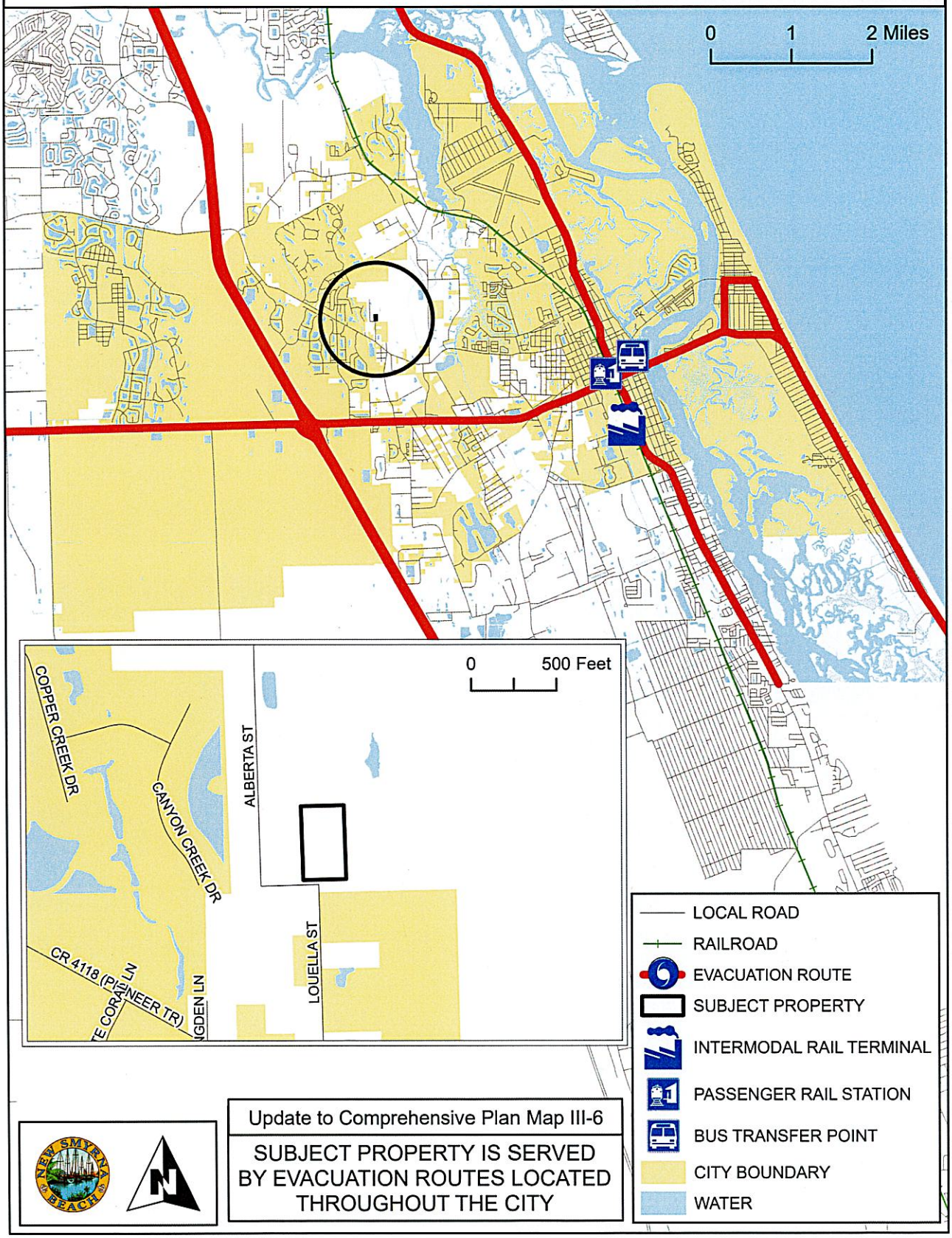

AIRPORT RUNWAY PROTECTION ZONES
A-9-25
0
1
2 Miles
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
0
500 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL 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-9-25



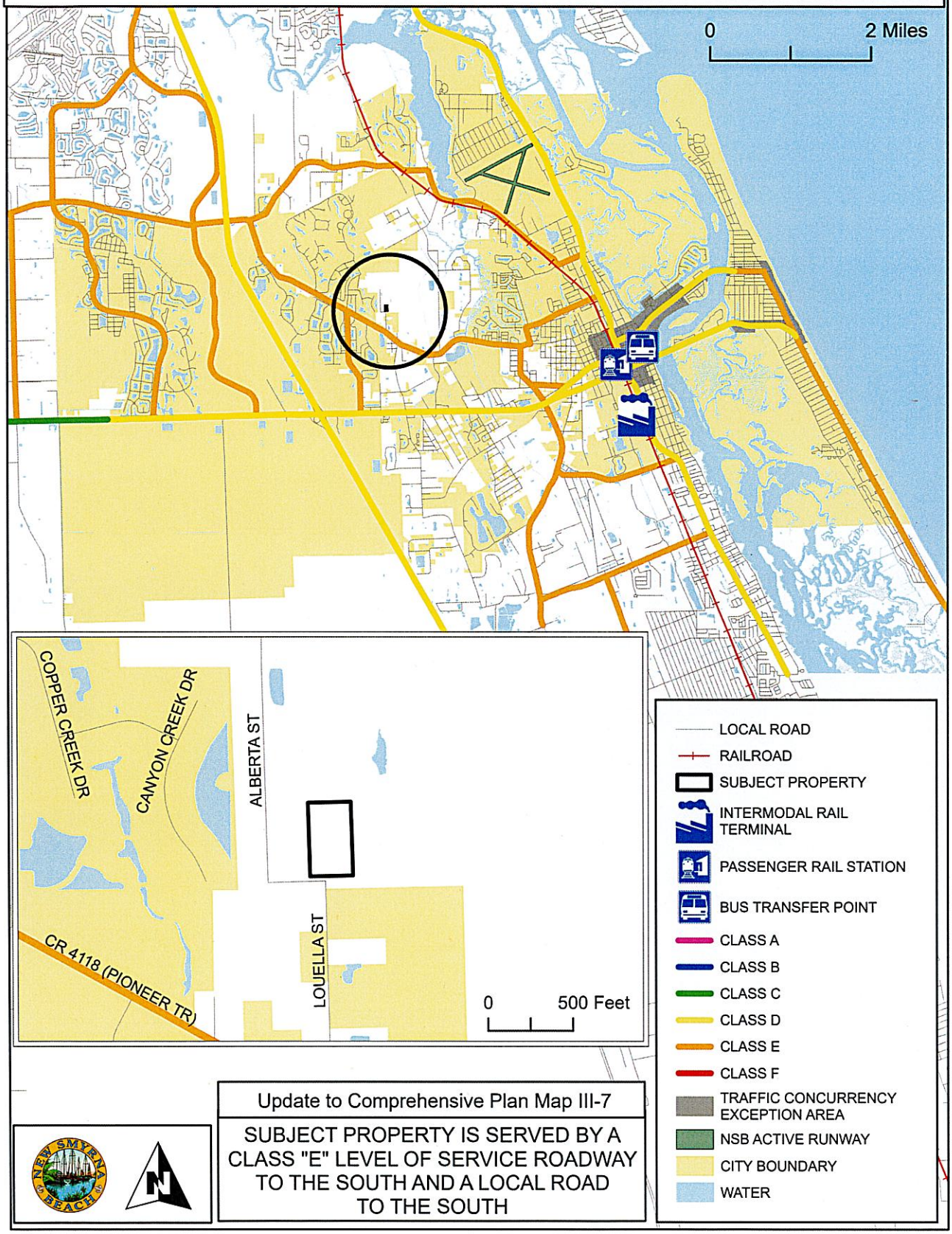
Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

LEVEL OF SERVICE - 2025

A-9-25



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 SOUTH

EXHIBIT "L"

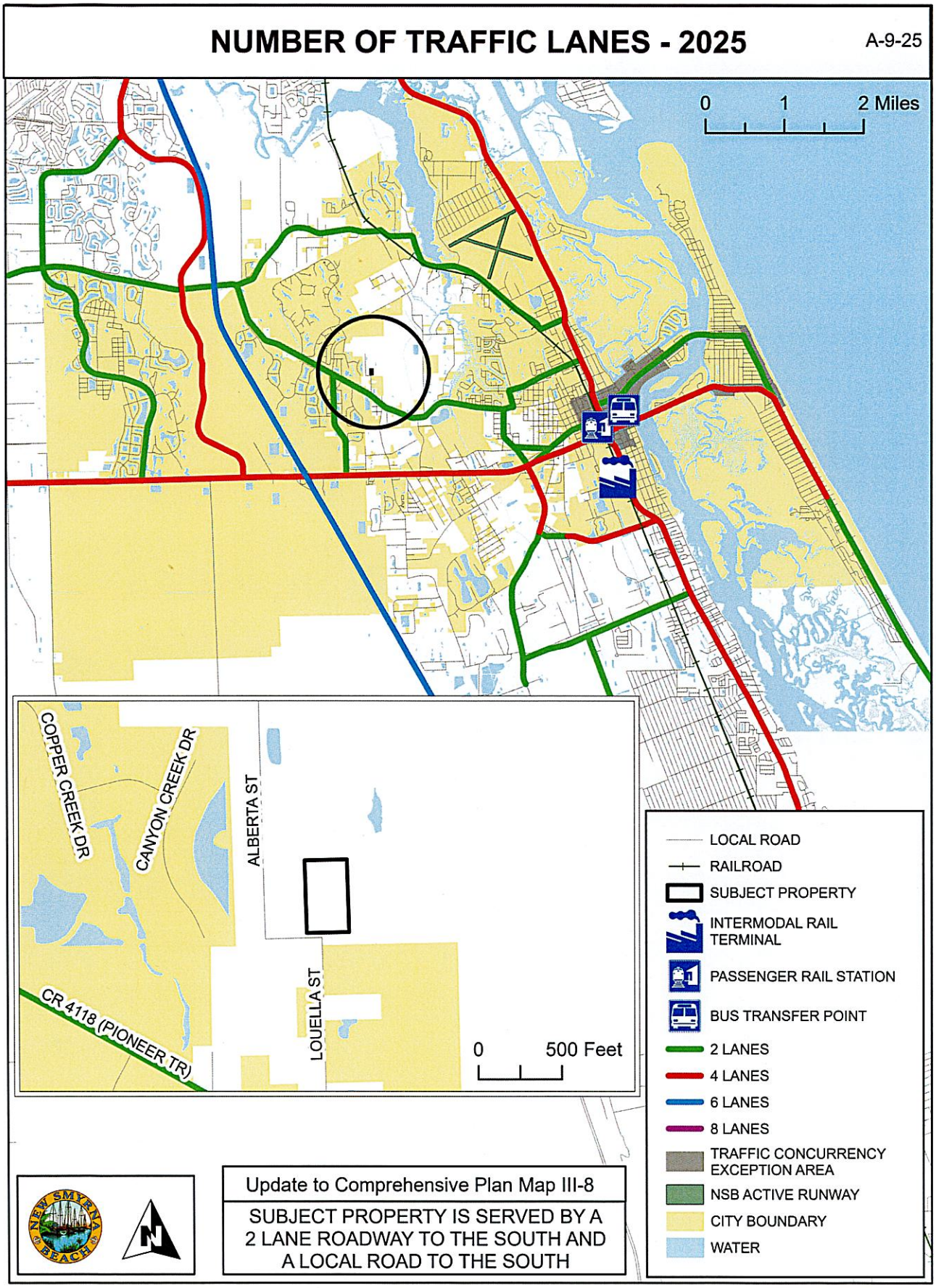
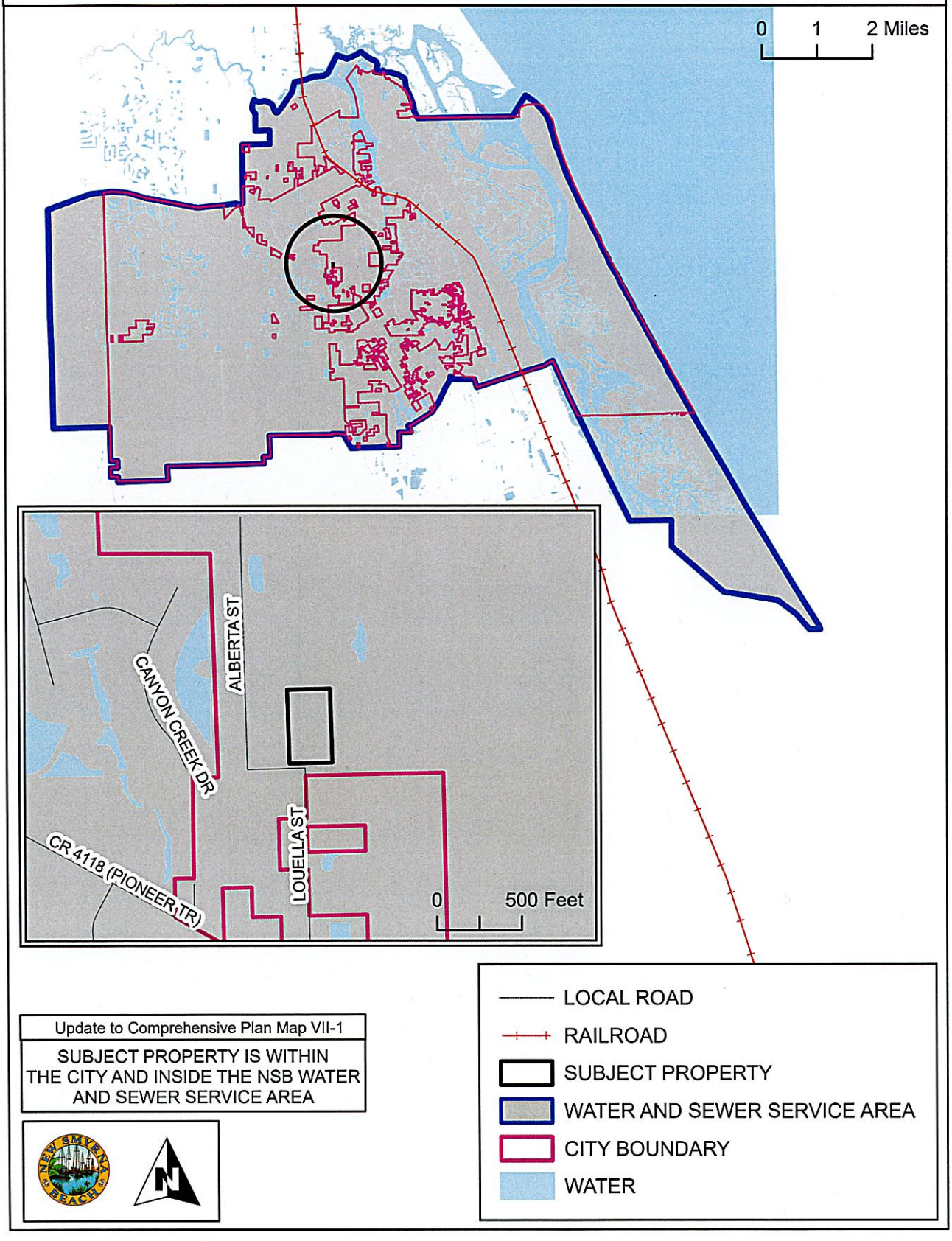

NUMBER OF TRAFFIC LANES - 2025
A-9-25
0 1 2 Miles
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
0 500 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION 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 SOUTH

EXHIBIT "M"

WATER AND SEWER SERVICE AREA

A-9-25



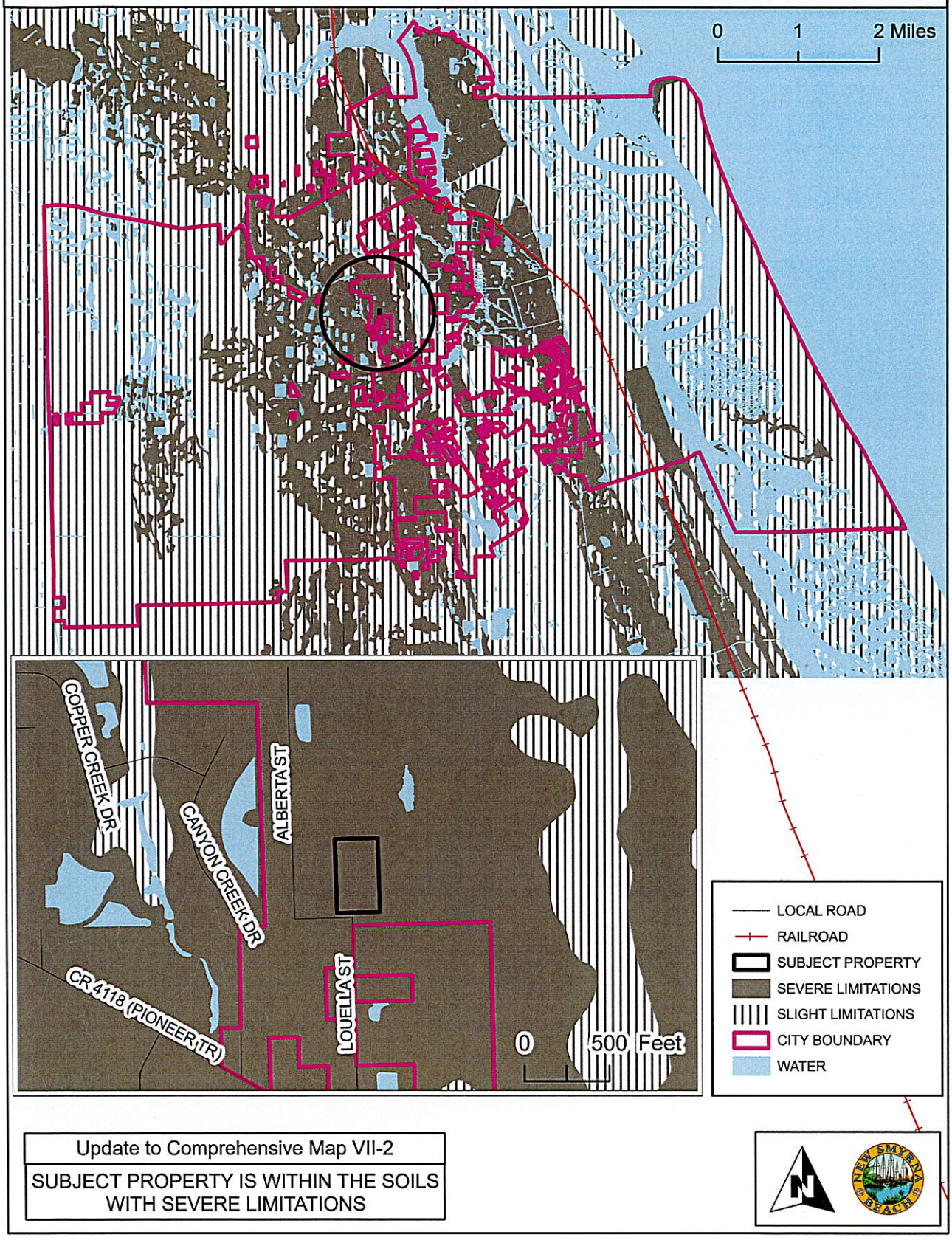
Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

EXHIBIT "N"

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-25

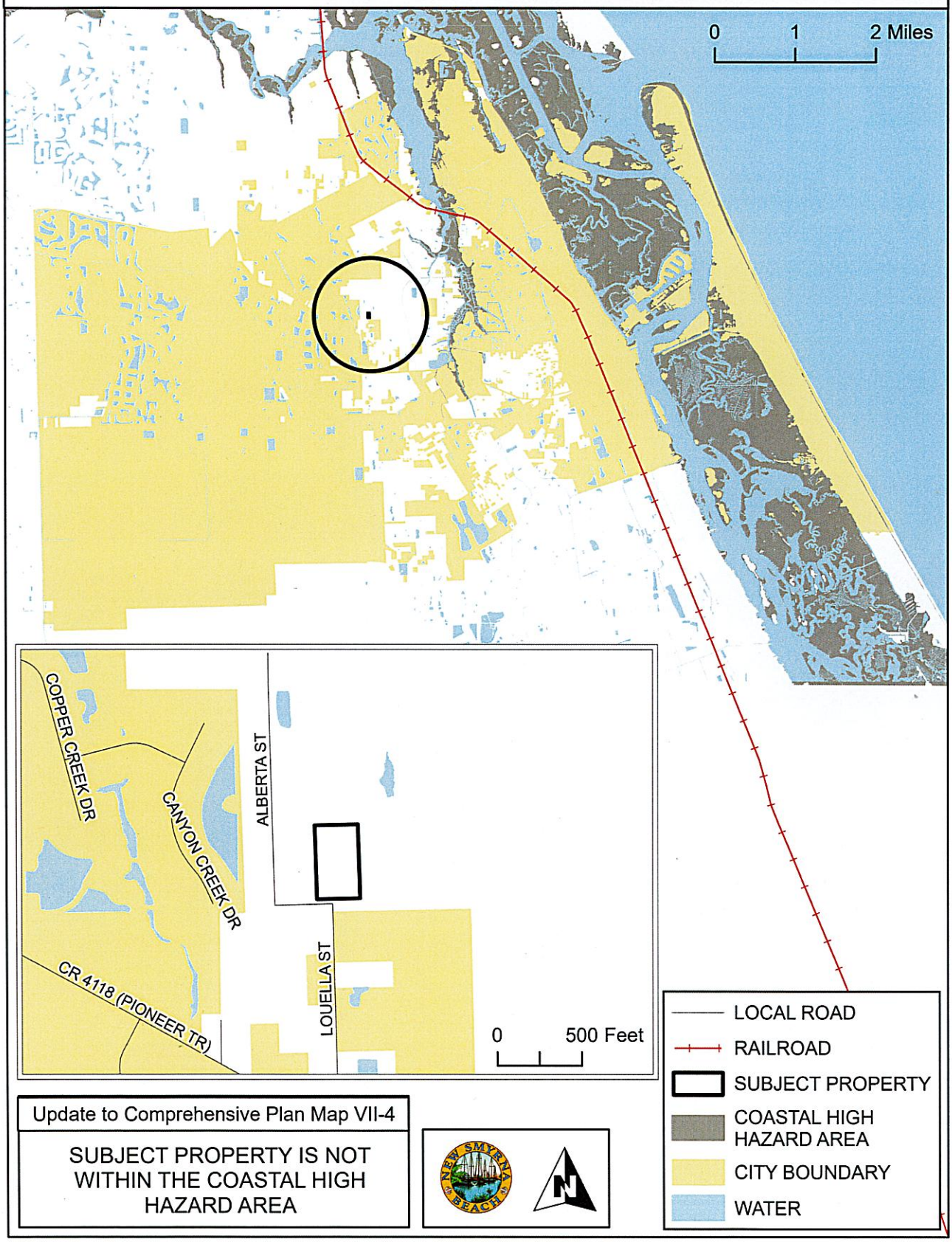


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

COASTAL HIGH HAZARD AREAS

A-9-25



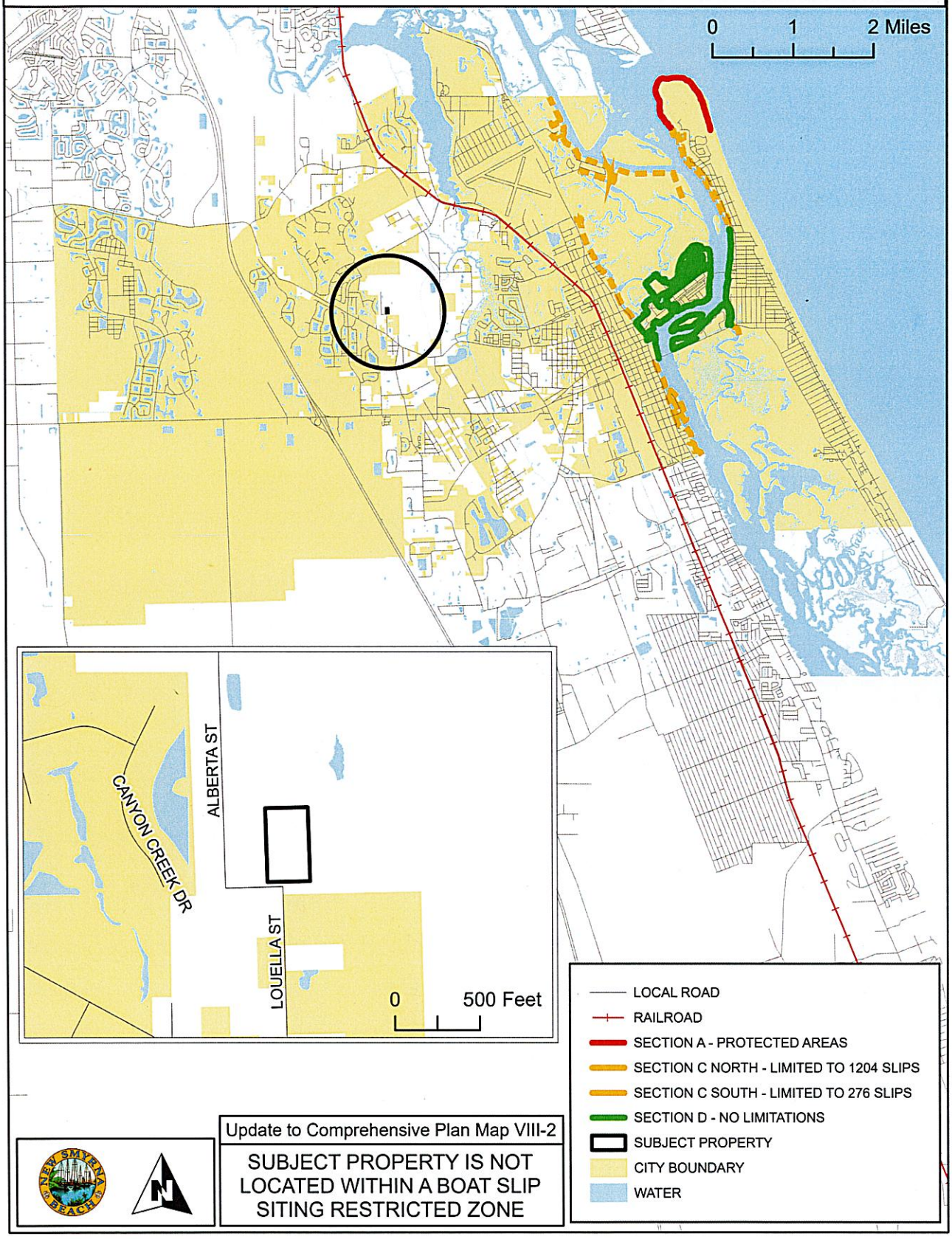
Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

BOAT SLIP SITING

A-9-25



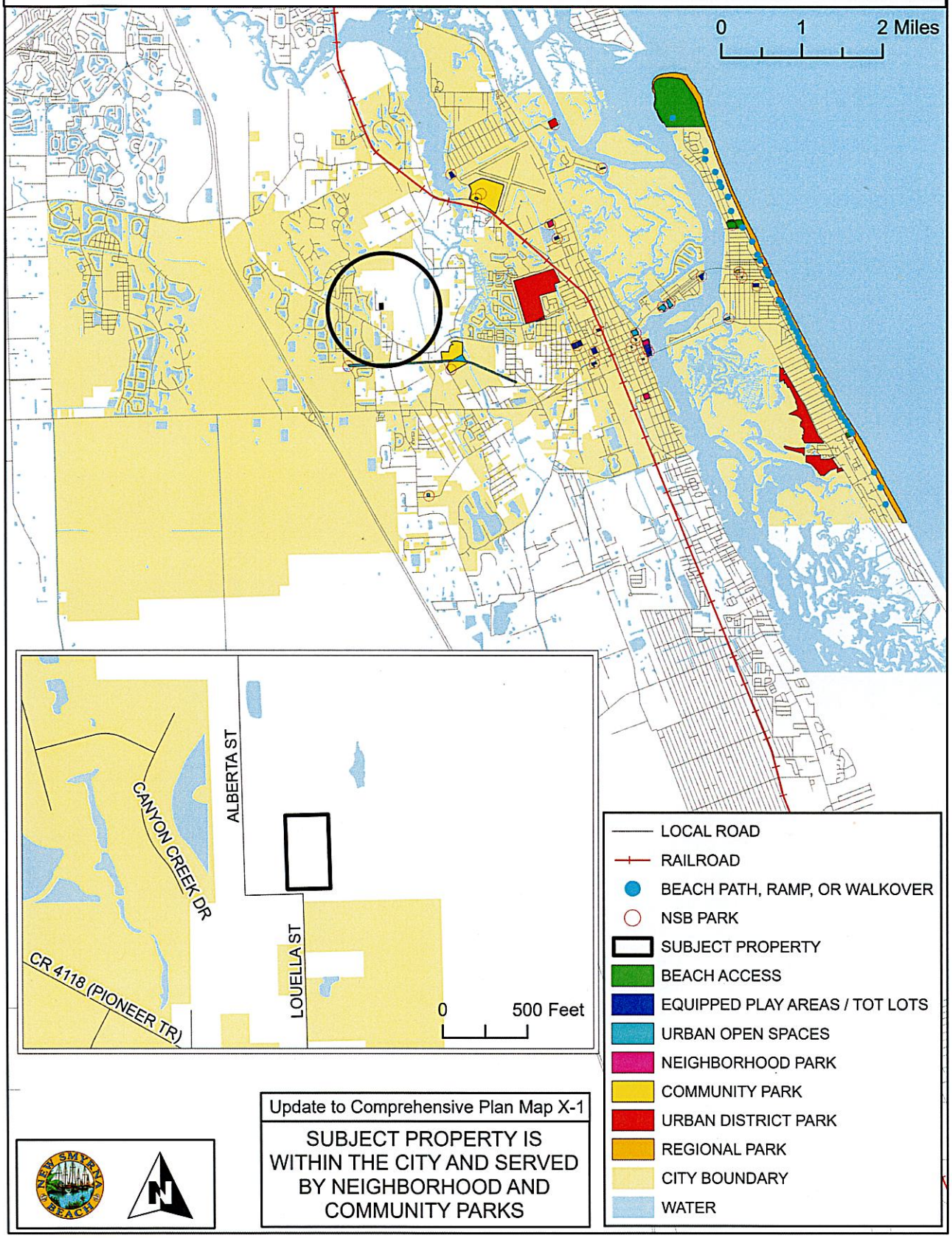
Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

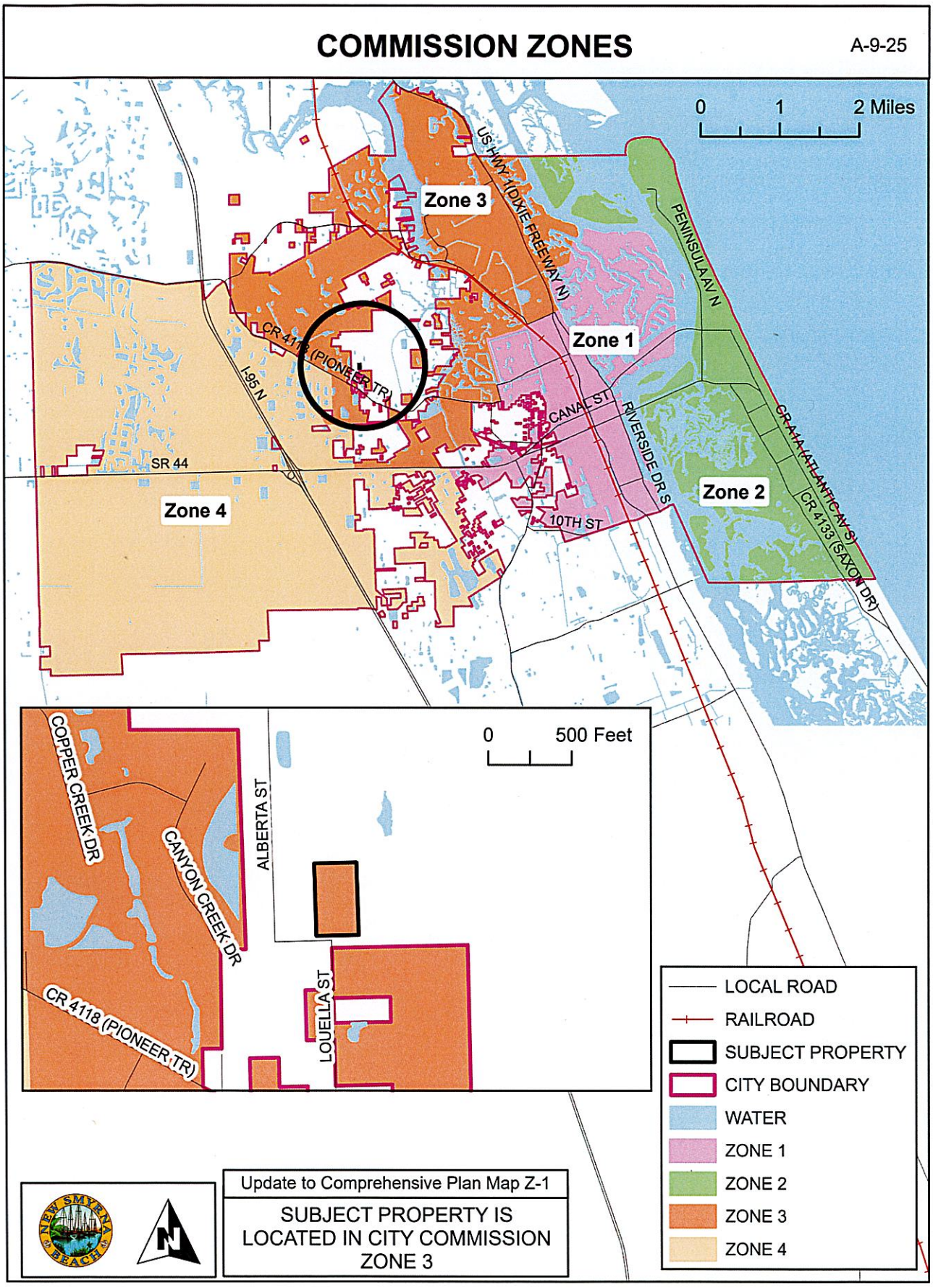
A-9-25



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-9-25
0 1 2 Miles
Zone 1
Zone 2
Zone 3
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A (ATLANTIC AV S)
CR 4133 (SAXON DR)
0 500 Feet
COPPER CREEK DR
CANYON CREEK DR
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
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. 74-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 2.66 ± ACRES OF LAND TO A-3, TRANSITIONAL AGRICULTURE FOR PROPERTY LOCATED 736 LOUELLA STREET AS PART OF AN OVERALL ANNEXATION APPLICATION.

October 28, 2025

Background:

Applicants and Property Owners: Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168.

Request: Rezoning:

- **From:** Volusia County zoning designation of A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone.

- **To:** City zoning designation of A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 2.66 ± acres

- **Location:** North side of Louella Street, between Alberta Street and Pioneer Trail.

Tax I.D. Number: 7314-00-00-0235

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject

property at 736 Louella Street contains a single-family house with accessary structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The associated current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture. A text description of the proposed City A-3, Transitional Agriculture 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, storm-water management, and public-school facilities. The subject property at 736 Louella Street is developed with a single-family house and accessary structures with no increased allowable density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City A-3, Transitional Agriculture with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Based on the Planning and Zoning Boards recommendation, the Planning Department recommends the City Commission to **approve** the requested rezoning to City A-3, Transitional Agriculture with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:

N/A

Strategic Plan Item:

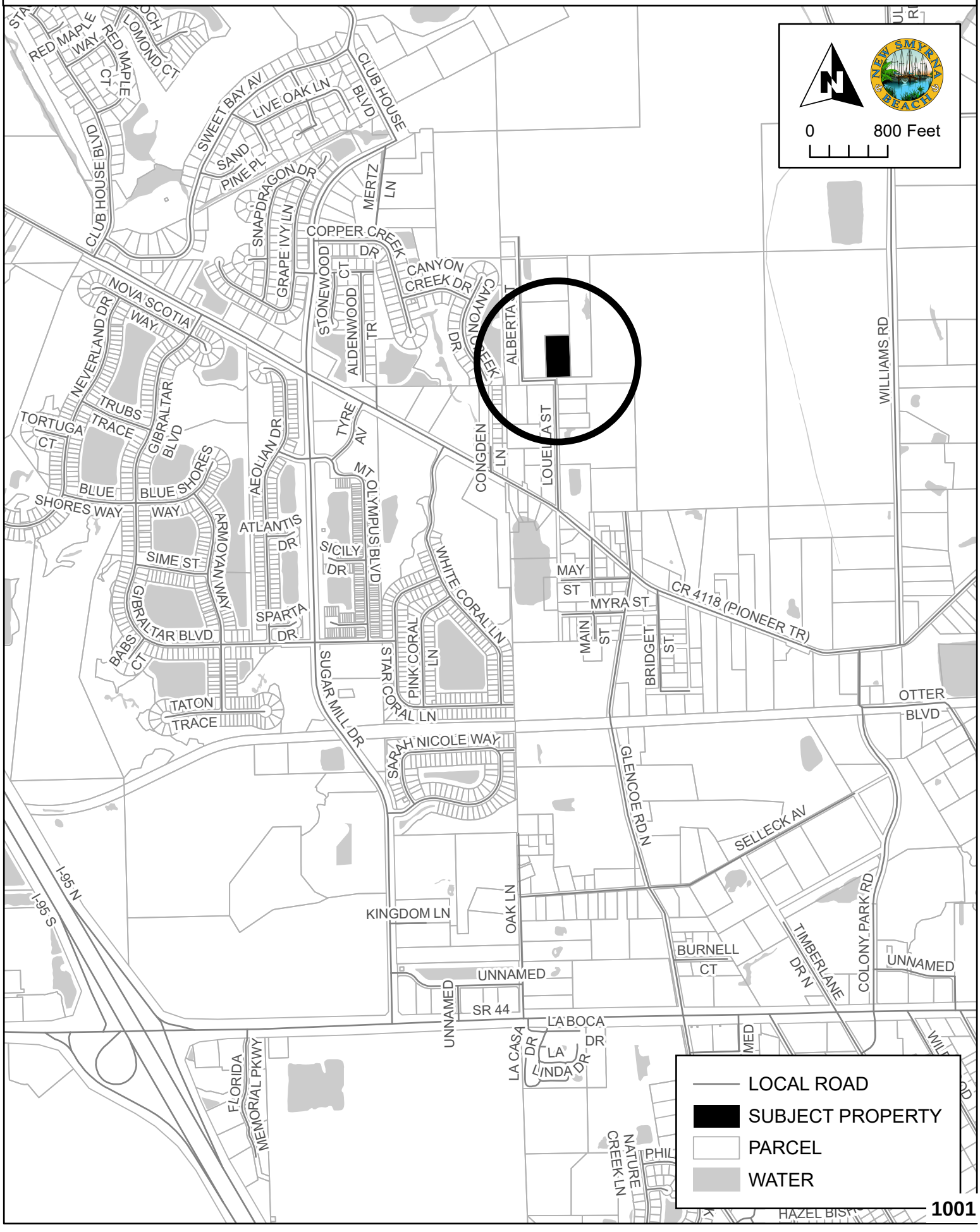
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County A-3 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City A-3 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 74-25 736 Louella St.pdf
Ord 74-25 Rezoning 736 Louella St.pdf

A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 LOCATION MAP

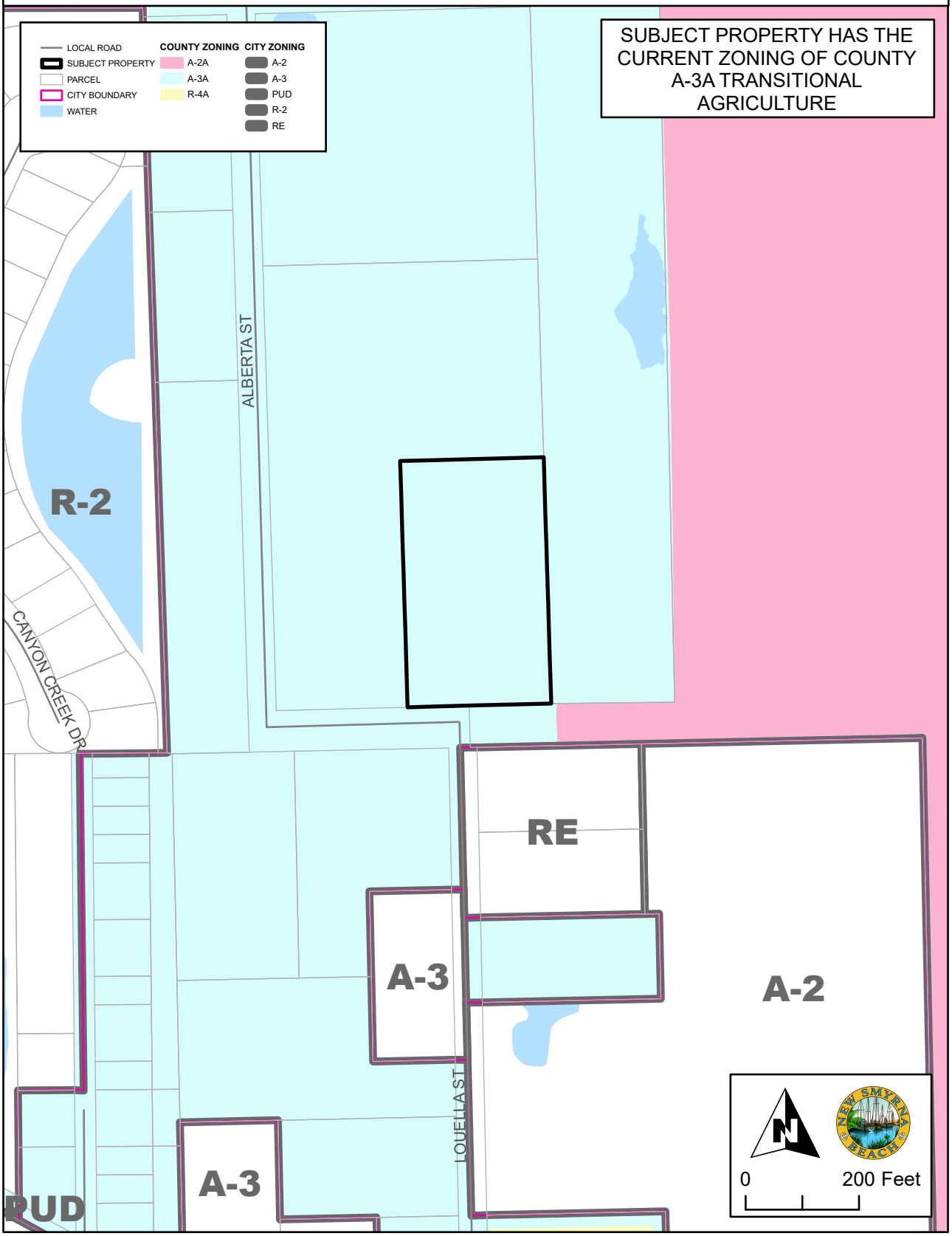


A-9-25: 736 LOUELLA STREET
PARCEL: 7314-00-00-0235 AERIAL MAP



EXISTING ZONING

A-9-25



A-3 TRANSITIONAL AGRICULTURE CLASSIFICATION

Purpose and intent: The purpose and intent of the A-3 Transitional Agriculture Classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-3 Transitional Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries.

Aquaculture operations in which there are no associated excavations.

Aviaries.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Hobby breeder.

Home occupations, class A (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.

Silvicultural operations which follow the most up to date state-prescribed best management practices.

Single-family standard or manufactured modular dwelling.

Tailwater recovery systems.

Worm raising.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Aquaculture operations in which there are nonexempt excavations (refer to subsection 72-293(15)).

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Dairies and dairy products (minimum parcel size requirement of five acres).

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Equestrian/livestock event facility.

Excavations only for stormwater retention ponds for which a permit is required by this article.

Garage apartments.

Group home (refer to subsection 72-293(12)).

Hog farms (minimum parcel size requirement of 2.5 acres).

Home occupations, class B (refer to section 72-283).

Kennels.

Livestock feed lots (minimum parcel size requirement of five acres).

Off-street parking areas (refer to subsection 72-293(14)).

Poultry farms (minimum parcel size requirement of 2.5 acres).

Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Riding stables.

Schools, parochial and private (refer to subsection 72-293(4)).

Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months).

Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.

Wholesale or retail fertilizer sales.

Dimensional requirements:

Minimum lot size:

Area: One acre.

Width: 150 feet.

Minimum yard size:

Front yard: 40 feet.

Rear yard: 40 feet.

Side yard: 25 feet.

Waterfront yard: 40 feet.

Maximum building height: 55 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

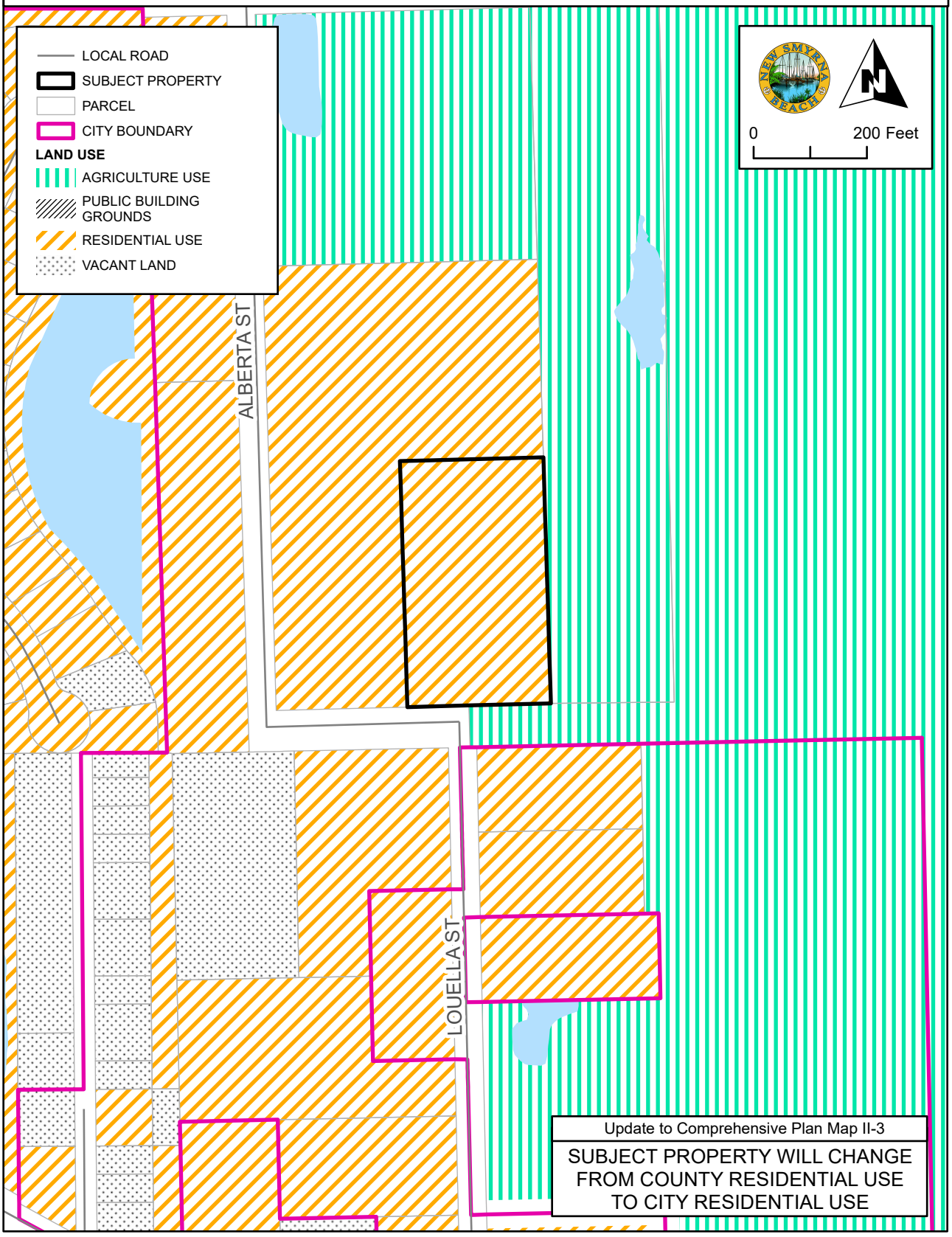
Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

(Ord. No. 81-39, §§ VII, VIII, 11-19-81; Ord. No. 82-20, §§ V, XIII, 12-9-82; Ord. No. 84-1, §§ I, III, VI, 3-8-84; Ord. No. 84-25, § IV, 10-10-84; Ord. No. 87-14, § II, 6-18-87; Ord. No. 89-20, §§ VI, VII, IX, 6-20-89; Ord. No. 90-34, § 11, 9-27-90; Ord. No. 92-6, § XIII, 6-4-92; Ord. No. 94-4, § XV, 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)

EXISTING LAND USE DESIGNATIONS

A-9-25



A-3 TRANSITIONAL AGRICULTURE CLASSIFICATION

Purpose and intent: The purpose and intent of the A-3 Transitional Agriculture Classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-3 Transitional Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries.
Aquaculture operations in which there are no associated excavations.
Aviaries.
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations.
Exempt landfills.
Fire stations.
Hobby breeder.

Parks and recreation areas accessory to residential developments.
Public schools.
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 or manufactured modular dwelling.
Tailwater recovery systems.
Worm raising.

Permitted special exceptions:

Animal shelters.
Aquaculture operations in which there are nonexempt excavations.
Cemeteries.
Communication towers exceeding 70 feet in height above ground level.
Dairies and dairy products (minimum parcel size requirement of five acres).
Day care centers.
Equestrian/livestock event facility.
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Group home.
Hog farms (minimum parcel size requirement of 2.5 acres).
Houses of worship.
Kennels.
Livestock feed lots (minimum parcel size requirement of five acres).
Off-street parking areas.
Poultry farms (minimum parcel size requirement of 2.5 acres).
Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.
Public uses not listed as a permitted principal use.
Public utility uses and structures.
Recreational areas.
Riding stables.
Schools, parochial and private.
Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months).
Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.
Wholesale or retail fertilizer sales.

Dimensional requirements:
Minimum lot size:
Area: One acre.
Width: 150 feet.

Minimum yard size:
Front yard: 40 feet.
Rear yard: 40 feet.
Side yard: 25 feet.
Waterfront yard: 40 feet.

Maximum building height: 55 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

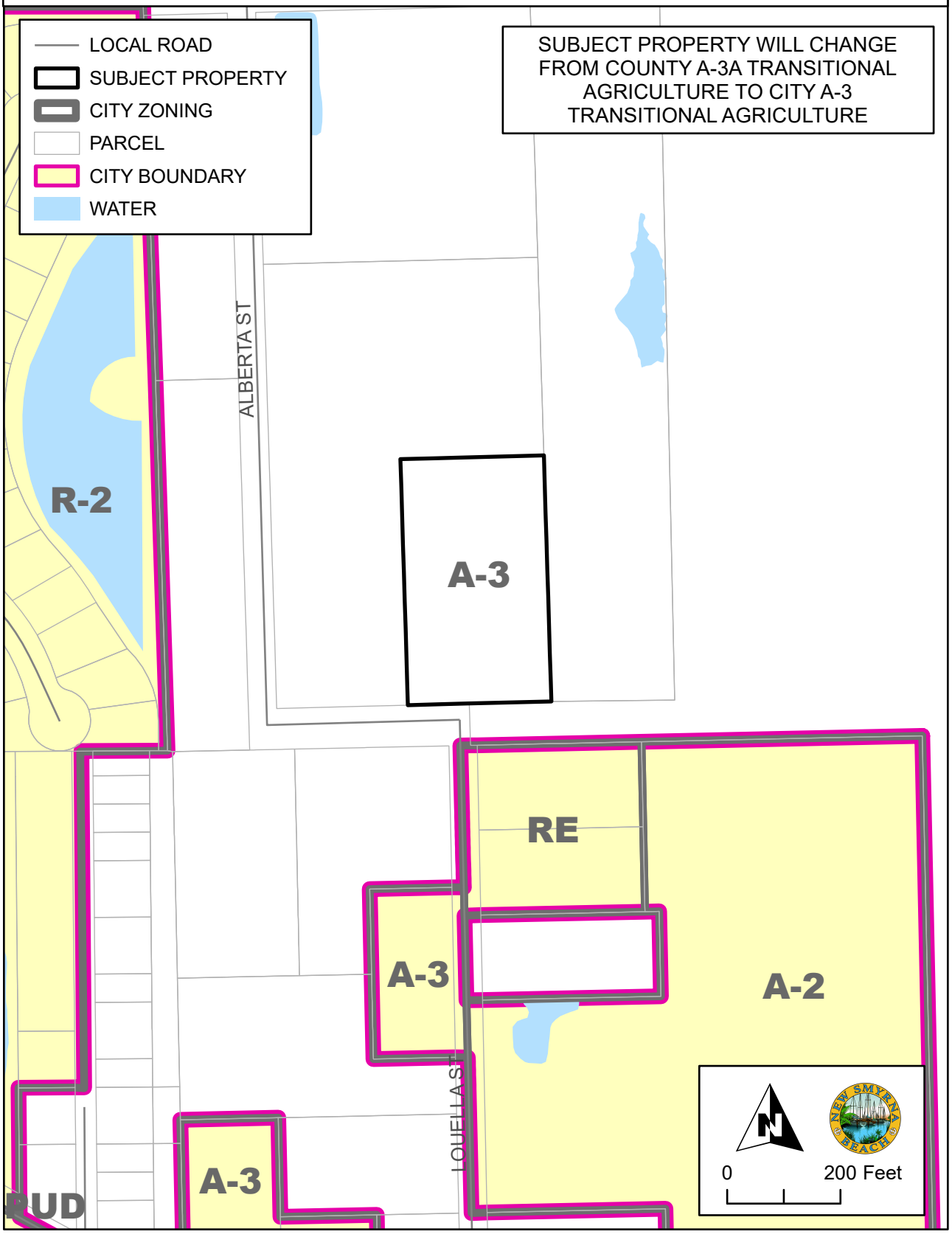
Minimum floor area: 1,000 square feet.

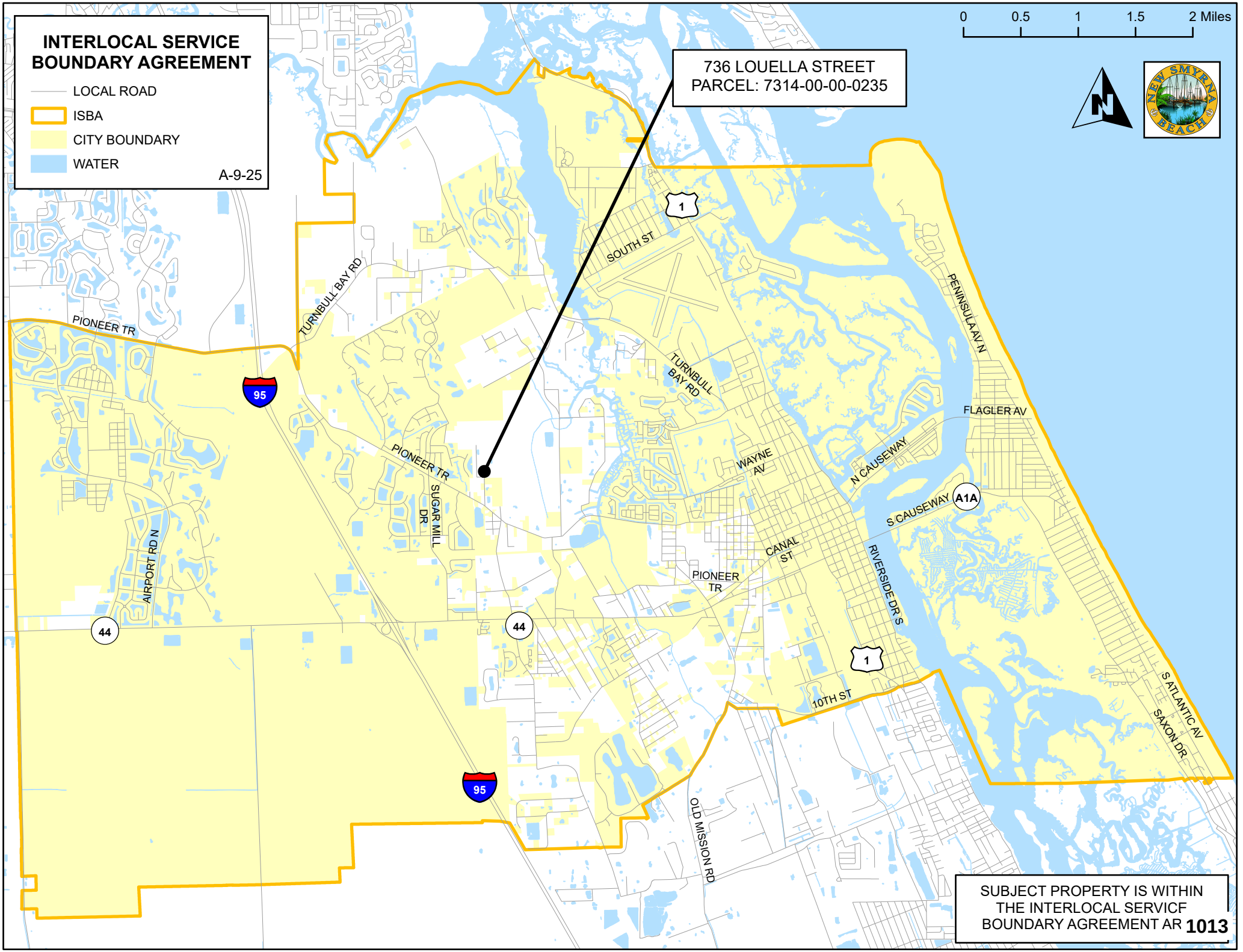
Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of this LDR shall be constructed.

Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

PROPOSED ZONING

A-9-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-25
736 LOUELLA STREET
PARCEL: 7314-00-00-0235
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1013

LEGAL DESCRIPTION

Address:
736 Louella Street, New Smyrna Beach, Florida 32168

Parcel Number
7314-00-00-0235

AltKey Number:
6677484

Metes and Bounds by Homepartners Title Services, LLC

A PORTION OF THE NW ONE-QUARTER (1/4), OF THE NW ONE QUARTER (1/4), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, (CERTIFIED CORNER RECORD DOCUMENT #0004157), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE ,WESTERLY LINE OF SAID SECTION 14, ASSUMING A BASIS OF BEARINGS OF SOUTH 00 00'00" EAST, A DISTANCE OF 1319.43 FEET TO A POINT BEING A 5 INCH CAST IRON PIPE AND IRON ROD, CERTIFIED CORNER RECORD DOCUMENT #0004425, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 14, THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 14, RUN SOUTH 89° 55’ 33" EAST, A DISTANCE OF 899.70 FEET; THENCE NORTH 00° 00' 29” EAST A DISTANCE OF 65.73 FEET; THENCE RUN NORTH 89° 54' 10" WEST A DISTANCE OF 231.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 54' 10" WEST A DISTANCE OF 253.31 FEET; THENCE NORTH 00° 00' 29” EAST A DISTANCE OF 458.00 FEET; THENCE SOUTH 89° 54' 10" EAST A DISTANCE OF 253.31 FEET; THENCE SOUTH 00° 00' 29" WEST A DISTANCE OR 458.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 369, PUBLIC RECORDS OF SAID COUNTY.

8/29/2023 9:40:25 AM Instrument #2023177390 #1 Book:8452 Page:4816
Doc Stamps $1,890.00 Transfer Amt $270,000.00

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 731400000235

File Number: 186-27510V

Consideration: $270,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This **Warranty Deed** made this **21st day of August, 2023**, between

Judith Ann Johns, a single woman
whose post office address is **122 Hazelwood River Road, Edgwater, FL 32141**, grantor,

and

Nicole A. Shuler and Ryan E. Shuler, wife and husband
whose post office address is **3202 Stonebridge Trail, Valrico, FL 33596**, 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 the **Volusia County, Florida**, to-wit:

A Portion of The NW one-quarter (1/4), of the NW one quarter (1/4), Section 14, Township 17 South, Range 33 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest Corner, (Certified Corner Record Document #0004157), Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South along the Westerly line of said Section 14, assuming a basis of bearings of South 00 00' 00" East, a distance of 1319.43 feet to a point being a 5 inch cast iron pipe and iron rod, Certified Corner Record Document #0004425, said point being the Southwest corner of the Northwest one-quarter (1/4), of the Northwest one-quarter (1/4) of said Section 14, thence along the Southerly line of the aforementioned Northwest one-quarter (1/4), of the Northwest one-quarter (1/4), Section 14, run South 89° 55' 33" East, a distance of 899.70 feet; thence North 00° 00' 29" East a distance of 65.73 feet; thence run North 89° 54' 10" West a distance of 231.00 feet for a point of beginning; thence continue North 89° 54' 10" West a distance of 253.31 feet; thence North 00° 00' 29" East a distance of 458.00 feet; thence South 89° 54' 10" East a distance of 253.31 feet; thence South 00° 00' 29" West a distance of 458.00 feet to the point of beginning.

Together with an easement for ingress and egress described in Official Records Book 1349, Page 369, Public

Records of said County.

Parcel Identification Number: 731400000235

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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements 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 Signature
Printed Name: Travoss Dever

Witness Signature
Printed Name: Patricia A Howe

Judith Ann Johns

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of Aug 2023, by **Judith Ann Johns, a single woman**, who is personally known to me or (☐) has produced _____ as identification.

NOTARY PUBLIC
Printed Name: Patricia A. Howe
My Commission Expires: _____

(SEAL)

PATRICIA A. HOWE
MY COMMISSION # HH 350814
EXPIRES: March 29, 2027

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 74-25 Rezoning 736 Louella St.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 74-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 2.7± ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LOUELLA STREET, EAST OF ALBERTA STREET, ADDRESSED AS 736 LOUELLA STREET, FROM VOLUSIA COUNTY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* TO CITY *A-3 A, TRANSITIONAL AGRICULTURE OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nicole and Ryan Shuler, 736 Louella Street, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 2.7± acres of property generally located on the north side of Louella Street, east of Alberta Street, addressed as 736 Louella Street, from Volusia County *A-3 A, Transitional Agriculture Airport Overlay* to City *A-3 A, Transitional Agriculture Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on September 8, 2025, by a vote of 5-0, 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 2.7± acres of property generally located on the north side of Louella Street, east of Alberta Street, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7314-00-00-0235
736 Louella Street

A PORTION OF THE NW ONE-QUARTER (1/4), OF THE NW ONE QUARTER (1/4), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, (CERTIFIED CORNER RECORD DOCUMENT #0004157), SECTION 14, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE ,WESTERLY LINE OF SAID SECTION 14, ASSUMING A BASIS OF BEARINGS OF SOUTH 00 00'00" EAST, A DISTANCE OF 1319.43 FEET TO A POINT BEING A 5 INCH CAST IRON PIPE AND

IRON ROD, CERTIFIED CORNER RECORD DOCUMENT #0004425, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 14, THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED NORTHWEST ONE-QUARTER (1/4), OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 14, RUN SOUTH 89° 55' 33" EAST, A DISTANCE OF 899.70 FEET; THENCE NORTH 00° 00' 29" EAST A DISTANCE OF 65.73 FEET; THENCE RUN NORTH 89° 54' 10" WEST A DISTANCE OF 231.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 54' 10" WEST A DISTANCE OF 253.31 FEET; THENCE NORTH 00° 00' 29" EAST A DISTANCE OF 458.00 FEET; THENCE SOUTH 89° 54' 10" EAST A DISTANCE OF 253.31 FEET; THENCE SOUTH 00° 00' 29" WEST A DISTANCE OR 458.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN OFFICIAL RECORDS BOOK 1349, PAGE 369, PUBLIC RECORDS OF SAID COUNTY.

shall be and the same is hereby rezoned from Volusia County *A-3 A, Transitional Agriculture Airport Overlay* to City *A-3 A, Transitional Agriculture 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 October 28, 2025, at 6:30 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. 73-25, 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. 73-25, 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: 10/2/2025

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 75-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO CFB OUTDOORS INC.

October 28, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is CFB Outdoors INC Non-Exclusive Franchise Ordinance application form and applicable attachments. CFB Outdoors INC meets all the requirements and staff is proposing that such a franchise agreement be issued to CFB Outdoors INC.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required because this is a procurement item and the ordinance is only required to implement the agreement.

Strategic Plan Item:

No

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

Attachments:

CFB Outdoors INC.pdf
Ord_75-25_Non_Exclusive_Franchise_-_CFB_Outdoors__Inc.pdf
Business_Impact_Estimate_-_Ord_75-25_Non-Exclusive_Franchise_-_CFB_Outdoors__Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 09-11-25

Applicant Name: Amanda Hester

Business Name: CFB Outdoors, Inc.

Address: 2160 Sonny Opal Ln.
DeLand, FL 32724

Telephone: 386-804-1280 Fax: _____ E-Mail: amanda@cfboutdoors net

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): Volusia County Landfill

2. Attach copy of City Occupational License (for your business location) not required by Volusia County

3. Attach copy of Current Insurance Certificate
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: The Cincinnati Company

Address: 6200 S. Gilmore Rd.
Fairfield, OH 45014-5141

Policy Number: ENP 0511097

Applicant's Signature: Amanda Hester

Applicant's printed name: Amanda Hester

Applicant's Title: Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2025

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

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

PRODUCER	CONTACT NAME: Certificate Department
Sihle Insurance Group Inc. 1300 S. Woodland Blvd. Deland FL 32720	PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3580 E-MAIL ADDRESS: Certificates@sihle.com

INSURED	CFBOUTD-01
CFB Outdoors Inc. 2160 Sonny Opal Lane Deland FL 32724	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Great American E&S Insurance Company	37532
INSURER C : Silver Oak Casualty Inc	26869
INSURER D : Axis Insurance Company	37273
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 68878339 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			ENP 0511097	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ENP 0511097	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ENP 0511097	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCFL3218392024	12/31/2024	12/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B D	Rented or Leased Pollution Excess over U/L Umbrella			ENP 0511097 PCM E966570 02 P-001-001511409-01	12/31/2024 3/28/2025 12/31/2024	12/31/2025 3/28/2026 12/31/2025	Rented/Leased Pollution Excess Aggregate	$100,000 $1,000,000 $1,000,000

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

The city of New Smyrna Beach listed as additional insured with 30 days notice of cancellation except for non-payment is 10 days.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tina Stamper

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ORDINANCE NO. 75-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO CFB OUTDOORS, INC., TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, CFB Outdoors, Inc., a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award CFB Outdoors, Inc., a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH:

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards CFB Outdoors, Inc., a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, CFB Outdoors, Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Public Works Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Public Works Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Public Works Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Public Works Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Public Works Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Public Works Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Public Works Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Public Works Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (in-

cluding costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Public Works Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Public Works Director's satisfaction within the period, the Public Works Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part

of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Public Works Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Public Works Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Public Works Director. Franchisee specifically agrees that the Public Works Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Public Works Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held October 28, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/2/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 75-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

CFB OUTDOORS, INC.,
A Florida Profit Corporation

By:

_____

Printed Name: _____
Title: _____

ATTEST:

_____

Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **CFB OUTDOORS, INC.**, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

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 75-25 Non-Exclusive Franchise - CFB Outdoors, Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 75-25 authorizes CFB Outdoors, Inc. to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One, CFB Outdoors, Inc.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 77-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD VACATE UNOPENED RIGHTS-OF-WAY ON AIRPORT PROPERTY.

October 28, 2025

Background:

Applicant: Jacob Cosat, Assistant Airport Manager, 602 Skyline Drive, New Smyrna Beach, Florida 32168

Request: Vacation of platted rights-of-way (ROW) at the City's Municipal Airport

Right-of-Way Information: The platted, un-opened ROWs are located on airport property, on the west side of North Dixie Freeway, north and south of Skyline Drive.

Exhibits uses in this report:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Depiction of ROW to be vacated

Exhibit D: Surveys (4) with Legal Descriptions

Exhibit E: Letter of No Objection FL Gas

Exhibit F: Letter of No Objection NSBU

Exhibit G: Recorded Plats

Exhibit H: Area to be Leased for Development
Exhibit I: NSBU Easement Area
Exhibit J: Letter Explaining Public Good

Findings:

The Planning and Zoning Board voted 5-0, recommending the City Commission approve the proposed street vacation.

The City Commission voted 4-0 to approve the Resolution to consider the street vacation.

The remainder of the staff report is unchanged from what the Planning and Zoning Board reviewed.

A. The proposed ROW vacations are shown on **Exhibit C**. While treated as one vacation, it actually consists of four separate sections of ROW on airport property.

B. Section 305.03 of the City's Land Development Regulations (LDR) requires the following items for a street vacation (staff's response is in **bold**):

1. Completed application form. **Received.**

2. Receipt of application fee payment. **Received.**
3. Plat of survey, including legal description and acreage of street or alley proposed to be vacated. **Received, included as Exhibit D.**
4. List of all abutting property owner. **As the plat ends along US 1, there are no affected parties besides the City of New Smyrna Beach.**
5. Letter from New Smyrna Beach Utilities indicating:
a. No objection to the vacation; **They do not object, but require an easement over an existing force main and water line.**
b. No utilities are within the right-of-way proposed to be vacated; or **There are utilities.**
c. If utilities exist with right-of-way then a letter must indicate what utilities are located in the right-of-way, **Force main and water line.**
d. If utilities exist in right-of-way, then letter must indicate easements required. **An easement is being put in place to protect the force main and water line.**

C. Letter from applicant explaining how the vacation is in the interest of the public good. **Included as Exhibit J.**

D. This application for street vacation is consistent with the City Land Development Regulations. This street vacation application complies with all matters of general provision, enforcement, administration, concurrency and zoning district requirement as outlined in the City of New Smyrna Beach LDR.

E. This application for street vacation is consistent with the City Comprehensive Plan.

F. This vacation does not impact any level of service indicated within the Transportation Element of the Comprehensive Plan.

G. In regard to how this action would be in the interest of the public good, vacating this unopened ROW would allow the airport to construct a new building on the property, in the same location it a building previously was located, on platted ROW. This essentially "cleans up" the previous situation, in which a structure was constructed on a platted ROW, and will ideally foster future development at the airport.

H. The Florida Gas Transmission Company, and the City's Engineering department have provided notification that they do not object to the proposed ROW vacation. A copy of the Gas Company's no objection letter is included as **Exhibit E**. New Smyrna Beach Utilities (NSBU) requires a 20.0' easement along the 40' platted ROW, parallel to US 1, as it contains an existing 14" force main and a 12" watermain, the easement is shown in **Exhibit I**. A copy of the New Smyrna Beach Utilities no objection letter is included as **Exhibit F**.

I. Because the ROW is wholly on airport property and not abutting another plat, all of the vacated ROW will revert back to the airport, and not to any adjacent property owners, which is the case when there are property owners abutting a ROW.

Recommendation: Staff recommends the City Commission **approves** the ROW vacations.

Fiscal Analysis:

N/A

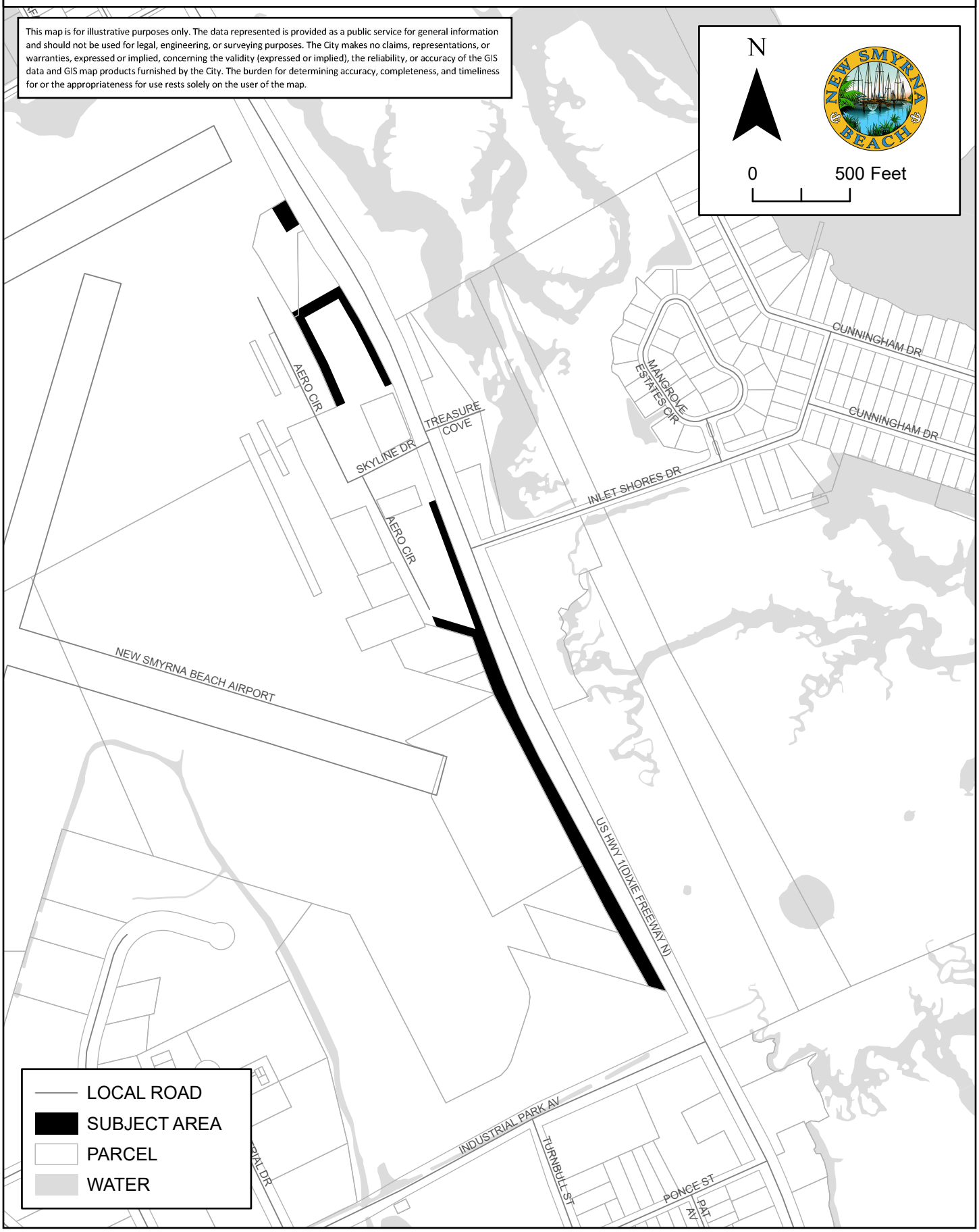
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

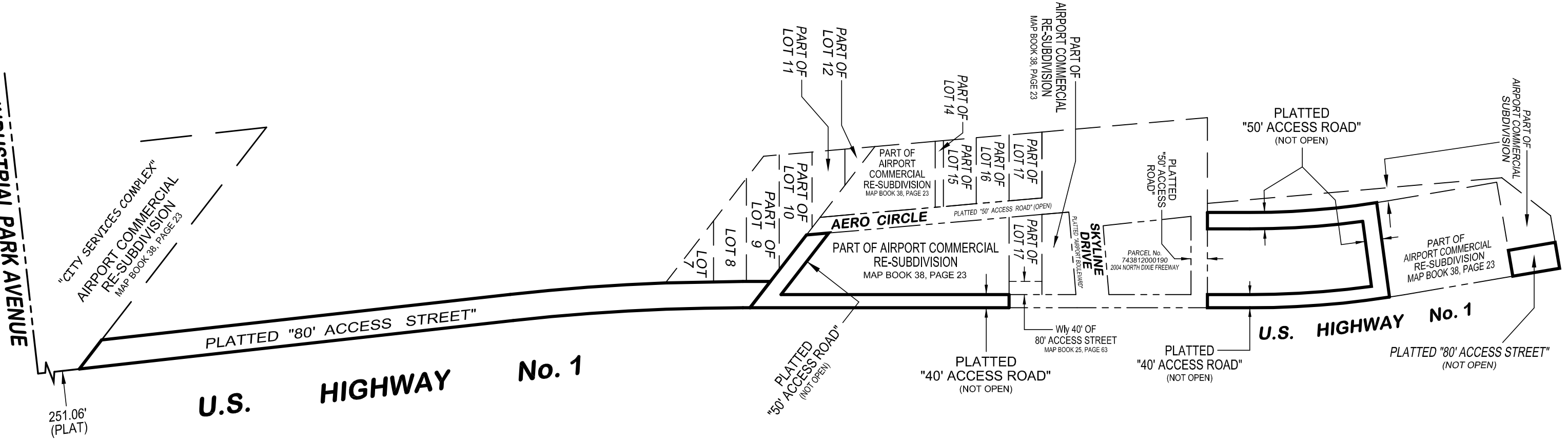
Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Depiction of ROW to be Vacated.pdf
Exhibit D Surveys w Legal Descriptions (4).pdf
Exhibit E Letter of No Objection FL Gas.pdf
Exhibit F Letter of No Obection NSBU.pdf
Exhibit G Plat Maps.pdf
Exhibit H Area to be Leased for Development.pdf
Exhibit I NSBU Easement Area.pdf
Exhibit J Letter Explaining Public Good.pdf
Business Impact Estimate - Ord 77-25 Vacating ROW - Skyline Dr_.pdf
Ord 77-25 Vacating Skyline Dr.pdf

SV-5-24: 601 SKYLINE DRIVE
LOCATION MAP



SV-5-24: 601 SKYLINE DRIVE
AERIAL MAP





GRAPHIC SCALE

300 0 150 300 600

(IN FEET)

1 inch = 300 ft.

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
website: corysurveyor.com

CAD FILE: 24090082

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

That portion of the 80-foot Access Street, AIRPORT COMMERCIAL SUBDIVISION, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida lying Northerly of "City Services Complex" parcel and lying Southerly platted 50-foot Access Road, Airport Commercial Re-Subdivision, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Northwesterly corner of Lot 17, said Airport Commercial Subdivision; thence South 26° 06' 56" East, along the Westerly line of Lots 9 through 17, inclusive, said Airport Commercial Subdivision, a distance of 850.91 feet to the Southwesterly corner of Lot 9, said Airport Commercial Subdivision; thence South 73° 21' 26" East, along the Southerly line of Lots 7 through 9, inclusive, said Airport Commercial Subdivision, a distance of 487.82 feet to the Southeasterly corner of Lot 7, said Airport Commercial Subdivision, said point being on the Westerly right of way of said platted 80-foot Access Street and for the Point of Beginning; thence 236.06 feet along the Westerly right of way of said 80-foot Access Street and along the arc of a curve to the right, said curve being non-tangent to the last described line and having a radius of 6395.50 feet, a central angle of 02° 06' 53" and a chord of 236.05 feet which bears North 22° 12' 23" West to a point of tangency; thence North 21° 08' 56" West, along the Westerly right of way of said 80-foot Access Street, a distance of 83.73 feet to the Southerly line of said Airport Commercial Re-Subdivision; thence South 73° 21' 26" East, along the Southerly line of said Airport Commercial Re-Subdivision, a distance of 101.23 feet to the Westerly right of way of U.S. Highway No. 1; thence South 21° 08' 56" East, along the Westerly right of way of U.S. Highway No.1, a distance of 21.69 feet to a point of curvature; thence 700.86 feet along the Westerly right of way of U.S. Highway No.1 and along the arc of a curve to the left, said curve having a radius of 6315.50 feet, a central angle of 06° 21' 30" and a chord of 700.50 feet which bears South 24° 19' 41" East to a point of tangency; thence South 27° 30' 26" East. along the Westerly right of way of U.S. Highway No.1, a distance of 1329.55 feet to the Northerly line of said "City Services Complex" parcel; thence North 73° 22' 26" West, along the Northerly line of said "City Services Complex" parcel, a distance of 111.50 feet to the Westerly right-of-way of said 80-foot Access Street; thence North 27° 30' 26" West, along the Westerly right-of-way of said 80-foot Access Street, a distance of 1251.89 feet to a point of curvature; thence 473.67 feet along the Westerly right-of-way of said 80-foot Access Street and along the arc of the curve to the right, said curve having a radius of 6395.50 feet, a central angle of 04° 14' 37" and a chord of 473.56 feet which bears North 25° 23' 08" West to the Point of Beginning. Containing 3.76 more or less.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. **This sketch is not an actual Boundary Survey.**
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 09/26/2024 **SEE PAGE 2 FOR SKETCH**

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

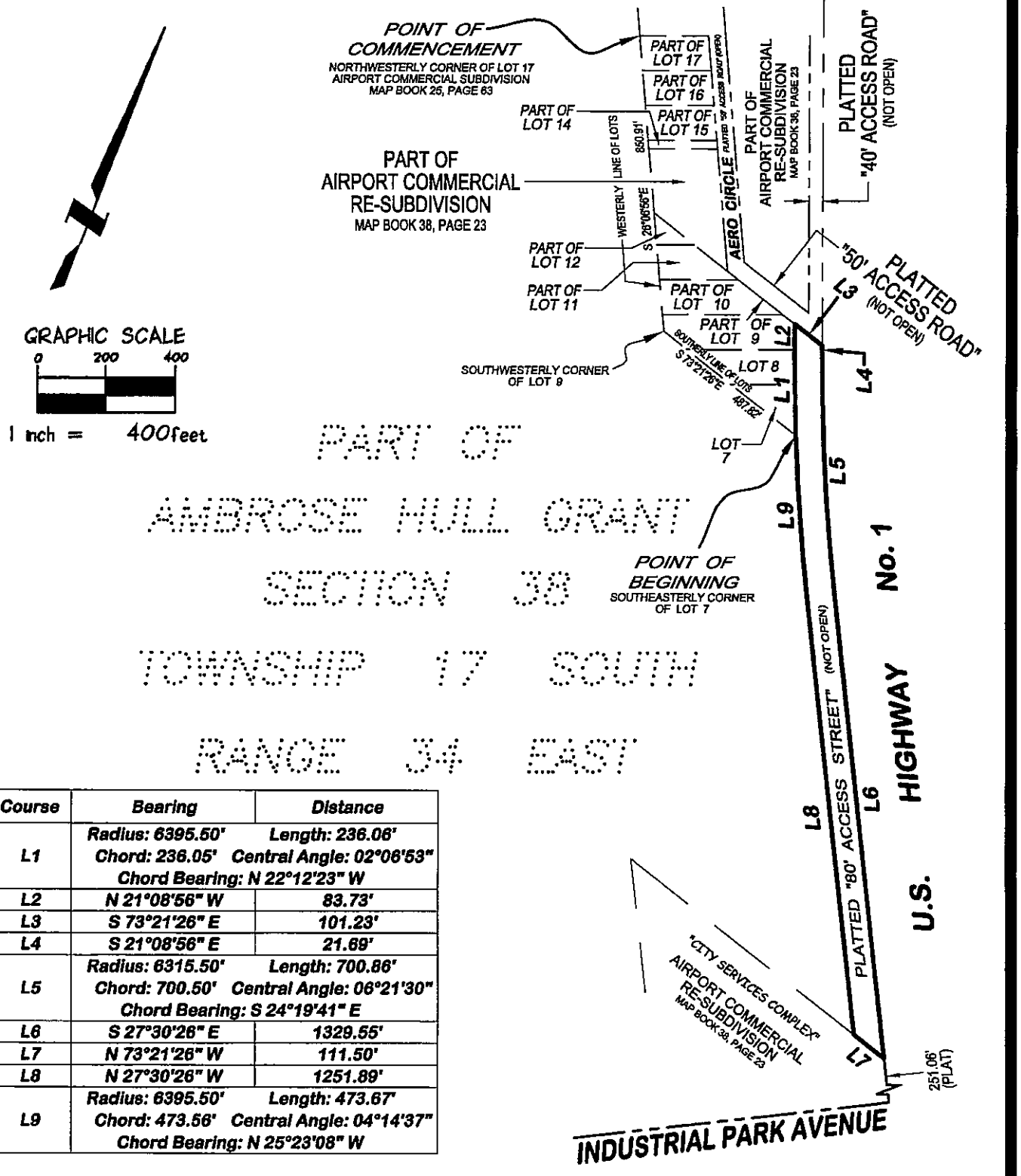
Signed: _____ Seal:

Jeffrey W. Cory, Professional Surveyor and Mapper License Number 4139

THIS SKETCH OF DESCRIPTION CONTAINS 3 PAGES
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access St. - SOUTH
Airport Commercial Sub.



Course	Bearing	Distance
L1	Radius: 6395.50' Chord: 236.05' Chord Bearing: N 22°12'23" W	Length: 236.06' Central Angle: 02°06'53"
L2	N 21°08'56" W	83.73'
L3	S 73°21'26" E	101.23'
L4	S 21°08'56" E	21.69'
L5	Radius: 6315.50' Chord: 700.50' Chord Bearing: S 24°19'41" E	Length: 700.86' Central Angle: 06°21'30"
L6	S 27°30'26" E	1329.55'
L7	N 73°21'26" W	111.50'
L8	N 27°30'26" W	1251.89'
L9	Radius: 6395.50' Chord: 473.56' Chord Bearing: N 25°23'08" W	Length: 473.67' Central Angle: 04°14'37"

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

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FILE # 1068
Work Order #24-09-008
Part of Access St. - SOUTH
Airport Commercial Sub.
Page 2 of 2

CAD FILE: 2409008A

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

A portion of a platted 50-foot Access Road and a portion of a platted 40-foot Access Road, AIRPORT COMMERCIAL RE-SUBDIVISION, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being described as follows: Commence at the Northwesterly corner of Lot 17, Airport Commercial Subdivision, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida; thence North 68° 51' 04" East, along the Northerly line of said Lot 17, a distance of 200.71 feet to Westerly line of a 50-foot Access Road, per said Airport Commercial Re-Subdivision; thence South 26° 06' 56" East, along the Westerly line of said 50-foot Access Road, a distance of 677.93 feet to the Southwesterly corner of 50-foot Access Roads, per said Airport Commercial Re-Subdivision; thence South 73° 21' 26" East, along the Southerly line of said 50-foot Access Road, a distance of 68.10 feet to the Southerly prolongation of the Easterly line of said 50-foot Access Road and for the Point of Beginning; thence North 26° 06' 56" West, along the Southerly prolongation of the Easterly line of said 50-foot Access Road, a distance of 68.10 feet to the Northeasterly corner of said 50-foot Access Roads; thence South 73° 21' 26" East, along the Northerly line of said 50-foot Access Road, a distance of 237.25 feet to the Northwesterly corner of the intersection of said 50-foot Access Road and 40-foot Access Road, said Airport Commercial Re-Subdivision; thence North 21° 08' 56" West, along the Westerly line of said 40-foot Access Road, a distance of 694.66 feet to the Easterly prolongation of the Southerly line of said Lot 17; thence North 68° 51' 04" East, along the Easterly prolongation of the Southerly line of said Lot 17, a distance of 40.00 feet to the Westerly right of way of U.S. Highway No. 1; thence South 21° 08' 56" East, along the Westerly right of way of U.S. Highway No. 1, a distance of 788.95 feet to the Southeasterly corner of the intersection of said 50-foot Access Road and said 40-foot Access Road; thence North 73° 21' 26" West, along the Southerly line of said 50-foot Access Road, a distance of 280.41 feet to the Point of Beginning. Containing 0.98 more or less.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
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10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 11/20/2024 **SEE PAGE 2 FOR SKETCH**

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

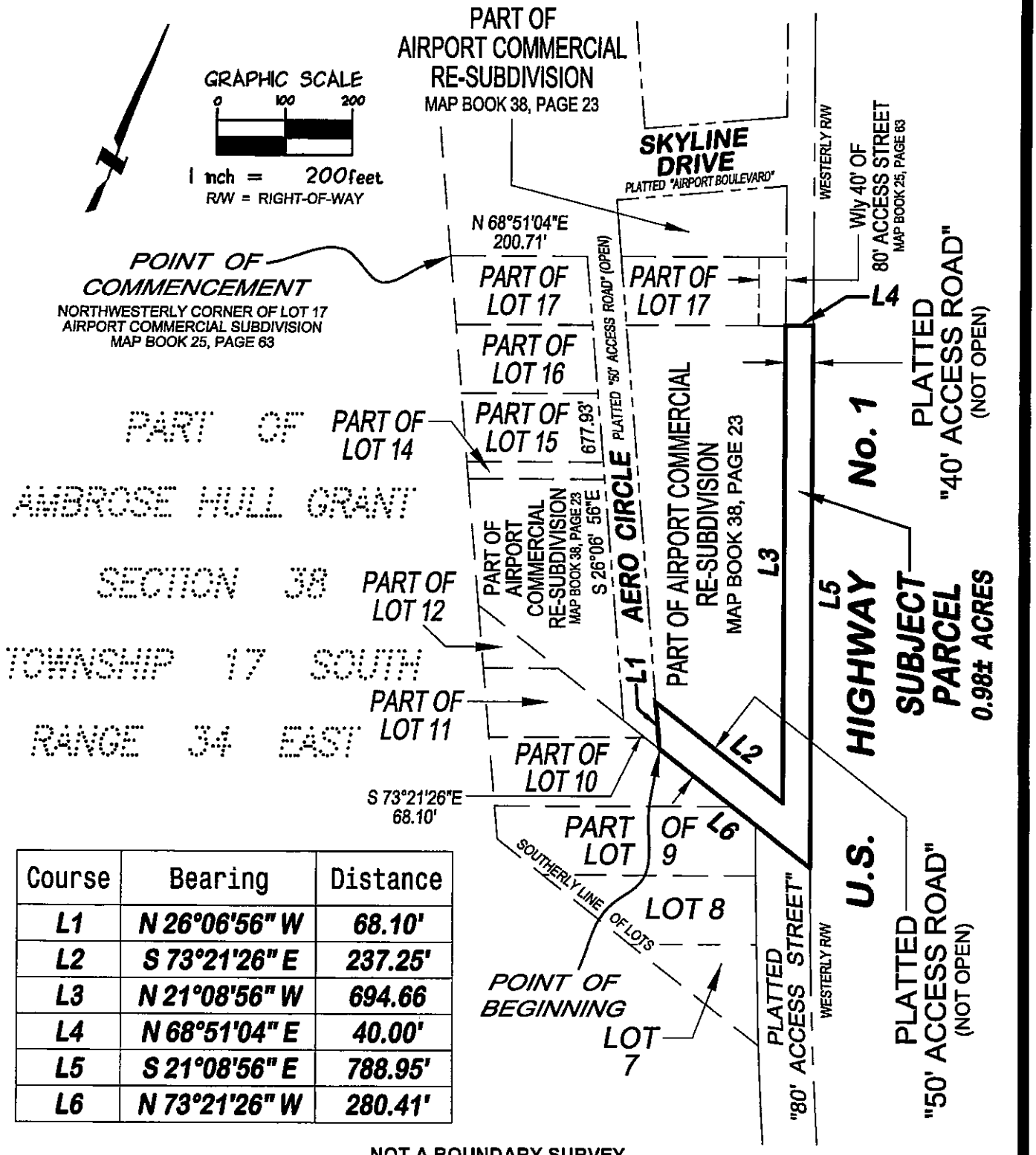
Signed: _____ Seal:

Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

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EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

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Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-11-006
Part of Access Road - SOUTH
Airport Commercial Re-Sub.



Course	Bearing	Distance
L1	N 26°06'56" W	68.10'
L2	S 73°21'26" E	237.25'
L3	N 21°08'56" W	694.66
L4	N 68°51'04" E	40.00'
L5	S 21°08'56" E	788.95'
L6	N 73°21'26" W	280.41'

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

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Work Order #24-11-006
Part of Access Road - SOUTH
Airport Commercial Re-Sub.
Page 2 of 2

CAD FILE: 241l006

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

A portion of a platted 50-foot Access Road and a portion of a platted 40-foot Access Road, AIRPORT COMMERCIAL RE-SUBDIVISION, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being described as follows: Commence at the Northwesterly corner of Lot 17, Airport Commercial Subdivision, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida, said point being on the Westerly line of said Airport Commercial Re-Subdivision; thence North 26° 06' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 505.72 feet; thence North 68° 51' 04" East, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 288.53 feet for the Point of Beginning; thence North 21° 08' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 129.06 feet to a point of curvature; thence 387.33 feet along the Westerly line of said Airport Commercial Re-Subdivision and along the arc of a curve to the left, said curve having a radius of 2509.90 feet, a central angle of 08° 50' 31" and a chord of 387.33 feet which bears North 25° 34' 11" West to the Northwesterly corner of said 50-foot Access Roads; thence North 61° 09' 01" East, along the Northerly line of said 50-foot Access Road, a distance of 290.00 feet to the Westerly right of way of U.S. Highway No. 1; thence 427.02 feet along the Westerly right of way of U.S. Highway No. 1 and along the arc of curve to the right, said curve being non-tangent to the last described line and having a radius of 2799.90 feet, a central angle of 08° 44' 17" and a chord of 426.60 feet which bears South 25° 31' 05" East to a point of tangency; thence South 21° 08' 56" East, along the Westerly line of U.S. Highway No. 1, a distance of 129.06 feet; thence South 68° 51' 04" West, a distance of 40.00 to the Northwesterly corner of the intersection of said 50-foot Access Road and said 40-foot Access Road; thence North 21° 08' 56" West, along the Westerly line of said 40-foot Access Road, a distance of 129.06 feet to a point of curvature; thence 370.93 feet along the Westerly line of said 40-foot Access Road and along the arc of a curve to the left, said curve having a radius of 2759.90 feet, a central angle of 07° 42' 02" and a chord of 370.65 feet which bears North 24° 59' 57" West; thence South 61° 09' 01" West, along the Southerly line of said 50-foot Access Road and along a line non-tangent and non-radial to the last described curve, a distance of 200.00 feet thence; thence 344.05 feet along the Easterly line of said 50-foot Access Road and along the arc of a curve to the right, said curve being non-tangent to the last described line and having a radius of 2559.90 feet, a central angle of 07° 42' 02" and a chord of 343.79 feet which bears South 24° 59' 57" East to a point of tangency; thence South 21° 08' 56" East, along the Easterly line of said 50-foot Access Road, a distance of 129.06 feet; thence South 68° 51' 04" West, a distance of 50.00 feet to the Point of Beginning. Containing 1.34 more or less.

THIS SKETCH OF DESCRIPTION CONTAINS 3 PAGES
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access Road - NORTH
Airport Commercial Re-Sub.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. **This sketch is not an actual Boundary Survey.**
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 09/26/2024

SEE PAGE 3 FOR SKETCH

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: _____ Seal:

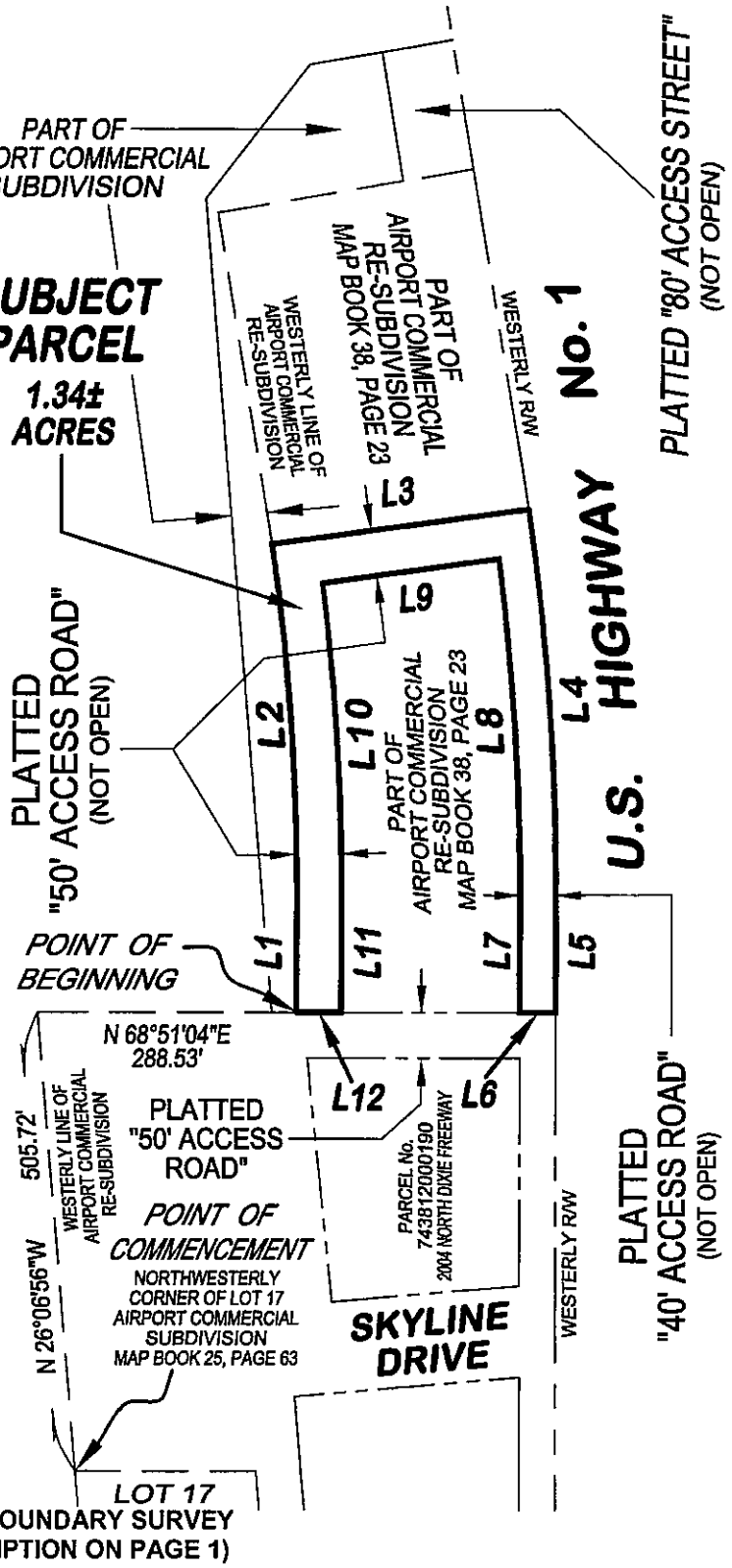
Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

THIS SKETCH OF DESCRIPTION CONTAINS 3 PAGES
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Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

GRAPHIC SCALE
0 100 200
1 inch = 200 feet

PART OF
AMBROSE HULL GRANT
SECTION 38
TOWNSHIP 17 SOUTH
RANGE 34 EAST



Course	Bearing	Distance
L1	N 21°08'56" W	129.06'
L2	Radius: 2509.90' Length: 387.33' Chord: 387.33' Central Angle: 08°50'31" Chord Bearing: N 25°34'11" W	
L3	N 61°09'01" E	290.00'
L4	Radius: 2799.90' Length: 427.02' Chord: 426.60' Central Angle: 08°44'17" Chord Bearing: S 25°31'05" E	
L5	S 21°08'56" E	129.06'
L6	S 68°51'04" W	40.00'
L7	N 21°08'56" W	129.06'
L8	Radius: 2759.90' Length: 370.93' Chord: 370.65' Central Angle: 07°42'02" Chord Bearing: N 24°59'27" W	
L9	S 61°09'01" W	200.00'
L10	Radius: 2559.90' Length: 344.05' Chord: 343.79' Central Angle: 07°42'02" Chord Bearing: S 24°59'57" E	
L11	S 21°08'56" E	129.06'
L12	S 68°51'04" W	50.00'

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

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Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access Road - NORTH
Airport Commercial Re-Sub.

CAD FILE: 240900BC

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

That portion of the 80-foot Access Street, AIRPORT COMMERCIAL SUBDIVISION, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida, lying Northerly of Airport Commercial Re-Subdivision, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Northwesterly corner of Lot 17, said Airport Commercial Subdivision, said point being on the Westerly line of said Airport Commercial Re-Subdivision; thence North 26° 06' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 505.72 feet; thence North 68° 51' 04" East, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 288.53 feet; thence North 21° 08' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 129.06 feet to a point of curvature; thence 423.46 feet along the Westerly line of said Airport Commercial Re-Subdivision and along the arc of a curve to the left, said curve having a radius of 2509.90 feet, a central angle of 09° 40' 00" and a chord of 422.96 feet which bears North 25° 58' 56"" West to a point of tangency; thence North 30° 48' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 335.23 feet to the Northwesterly corner of said Airport Commercial Re-Subdivision; thence North 59° 11' 04" East, along the Northerly line of said Airport Commercial Re-Subdivision, a distance of 210.00 feet to the Westerly line of said 80-foot Access Street and for the Point of Beginning; thence North 30° 48' 56" West, along the Westerly line of said 80-foot Access Street, a distance of 144.49 feet to the Northwesterly corner of said 80-foot Access Street; thence North 59° 11' 04" East, along the Northerly line of said 80-foot Access Street, a distance of 80.00 feet to the Westerly right of way of U.S. Highway No. 1; thence South 30° 48' 56" East, along the Westerly right of way of U.S. Highway No. 1, a distance of 144.49 feet to the Northerly line of said Airport Commercial Re-Subdivision; thence South 59° 11' 04" West, along the Northerly line of said Airport Commercial Re-Subdivision, a distance of 80.00 feet to the Point of Beginning. Containing 0.27 more or less.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. **This sketch is not an actual Boundary Survey.**
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 09/26/2024 **SEE PAGE 2 FOR SKETCH**

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: _____ Seal:

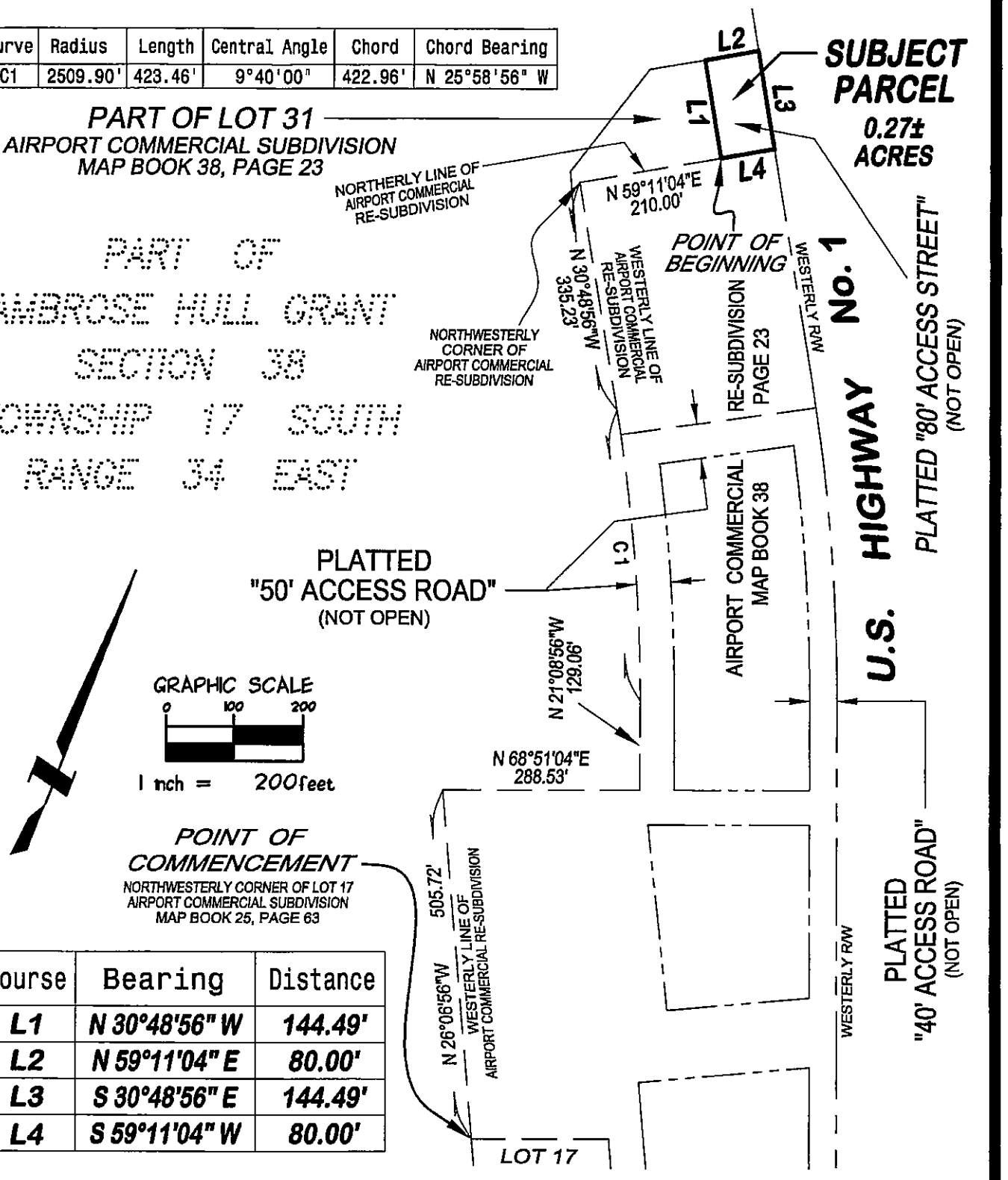
Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

THIS SKETCH OF DESCRIPTION CONTAINS 2 PAGES
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Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access St. - NORTH
Airport Commercial Sub.

Curve	Radius	Length	Central Angle	Chord	Chord Bearing
C1	2509.90'	423.46'	9°40'00"	422.96'	N 25°58'56" W



Course	Bearing	Distance
L1	N 30°48'56" W	144.49'
L2	N 59°11'04" E	80.00'
L3	S 30°48'56" E	144.49'
L4	S 59°11'04" W	80.00'

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

THIS SKETCH OF DESCRIPTION CONTAINS 2 PAGES
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Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access St. - NORTH
Airport Commercial Sub.
Page 2 of 2

CAD FILE: 24090080

Exhibit E

Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

2301 Lucien Way
Suite 200
Maitland, FL 32751
Right-of-Way Department

August 28, 2024

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

Re: Vacation Request – 602 Skyline Road

To Whom it May Concern:

Florida Gas Transmission Company, LLC (FGT) has **No Objection** to the vacation of the property shown on the attached drawing. Our nearest pipeline is approximately .75 miles South.

Please call me at (407) 838-7059, if you have any further questions or concerns.

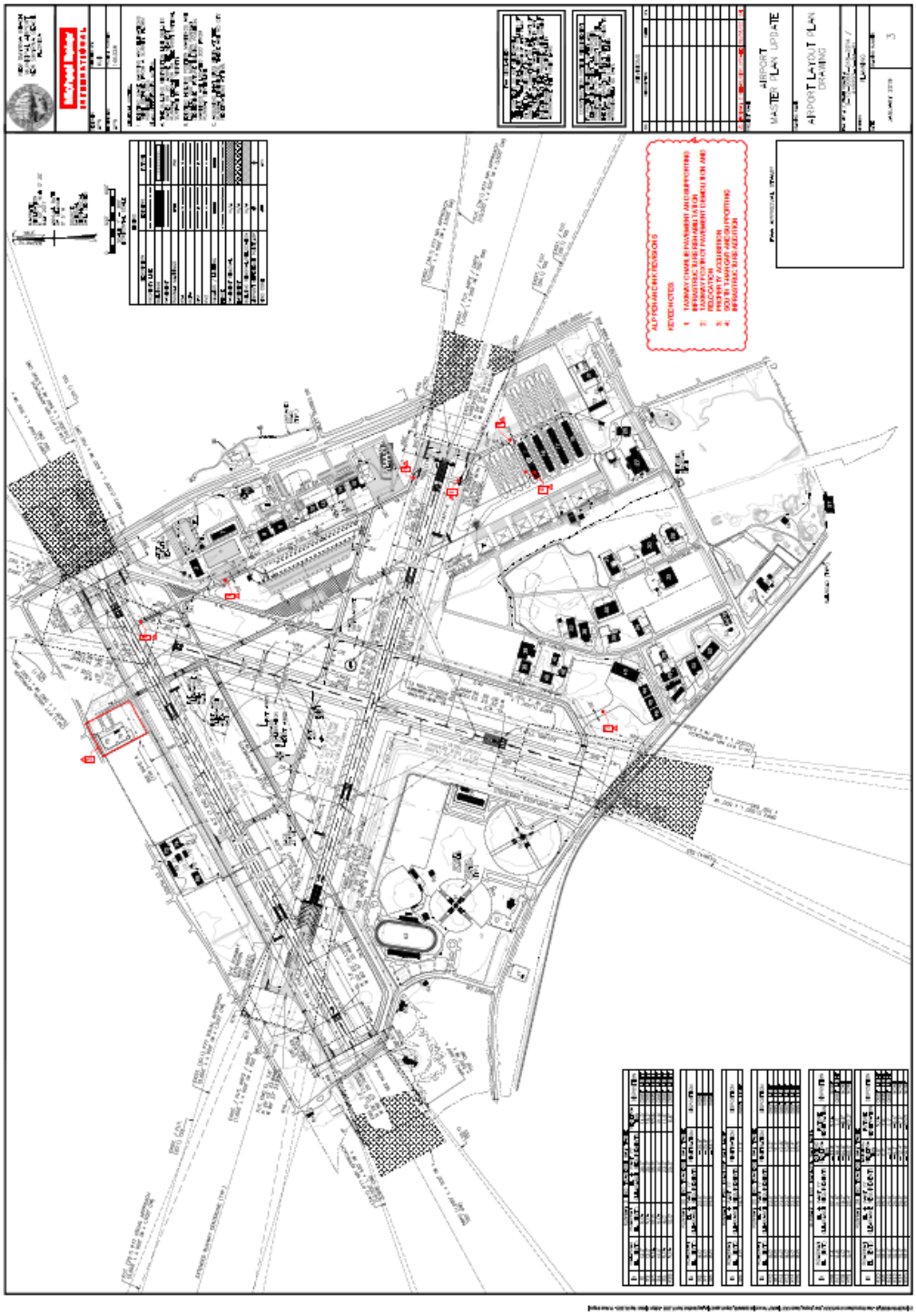
Thank you,

Amy Powell

Amy Powell
Right of Way Representative

Florida Gas Transmission Company
An Energy Transfer/Kinder Morgan Affiliate

2301 Lucien Way
Suite 200
Maitland, FL 32751



New Smyrna Beach
• • • UTILITIES • • •

June 19, 2025

Mr. Jacob Cosat
Assistant Airport Director
602 Skyline Drive
New Smyrna Beach, FL 32168

SUBJECT: **Proposed Vacation of Highlighted Portion of Platted Right-of-Way Located Within the City of NSB Municipal Airport Complex, Public Records of Volusia County**

Dear Mr. Cosat:

New Smyrna Beach Utilities (NSBU) has no objection to the proposed vacation of highlighted portion of the platted Right-of-Way located within the City of NSB Municipal Airport Complex as depicted in your letter dated June 9, 2025 (attached).

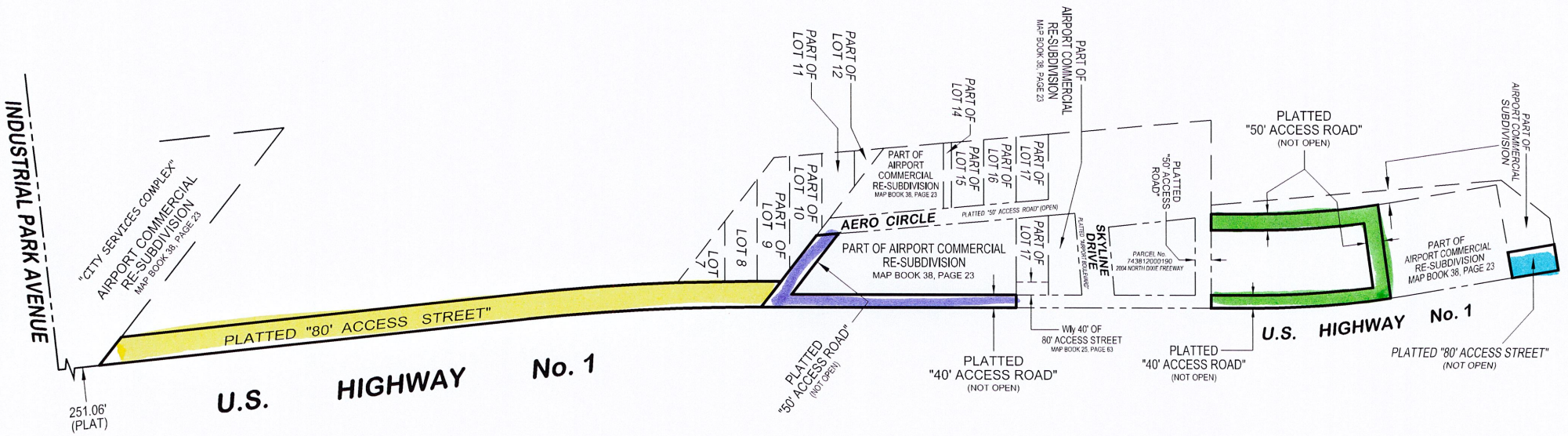
New Smyrna Beach Utilities has electric, water, and sanitary sewer main infrastructures within the right-of-way to be vacated. The City of New Smyrna Beach and the New Smyrna Beach Airport (EVB) agreed to dedicate utilities easement over the entire aforementioned proposed right-of-way to be vacated to NSBU. NSBU staff have approved the new utilities easement sketches and legal description. It is understood and agreed by all parties (City of New Smyrna Beach, New Smyrna Beach Airport and NSBU), the proposed utilities easement will be executed and recorded by the City of New Smyrna Beach concurrently or within 120 calendar days of the proposed right-of-way vacation.

Please do not hesitate to call me if you have any questions or require additional information.

Sincerely,

JUNE 19, 2025

Kenny Ho, P.E.
New Business Manager
Office: 386-424-3076



GRAPHIC SCALE

300 0 150 300 600

(IN FEET)

1 inch = 300 ft.

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
website: corysurveyor.com

New Smyrna Beach Airport (EVB)
602 Skyline Drive • New Smyrna Beach, FL 32168
Phone: (386) 410-2680 • Email: Airport@cityofnsb.com

6/9/2025

Subject: Request for Right of Way vacation for the New Smyrna Beach Airport

To New Smyrna Beach Utilities,

I am requesting that the City of New Smyrna Beach vacate the right-of-ways (ROW) that are described and shown on exhibits B and C. The ROWs are located along US1 at the New Smyrna Beach Airport Business Park. These ROWs will be replaced with an easement for areas where the NSBU has an interest in having access for any future events.

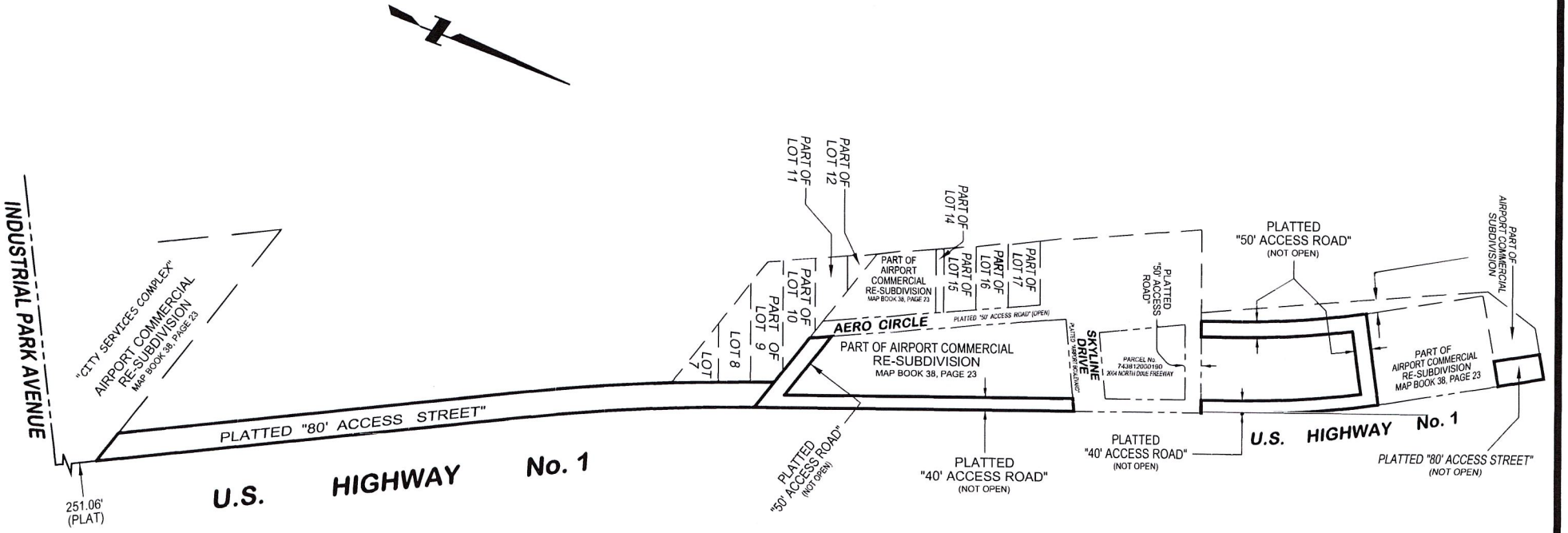
Thank you,

Jacob Cosat
Assistant Airport Director
New Smyrna Beach Airport

SV-5-24: 601 SKYLINE DRIVE
AERIAL MAP



Exhibit C



DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
website: corysurveyor.com

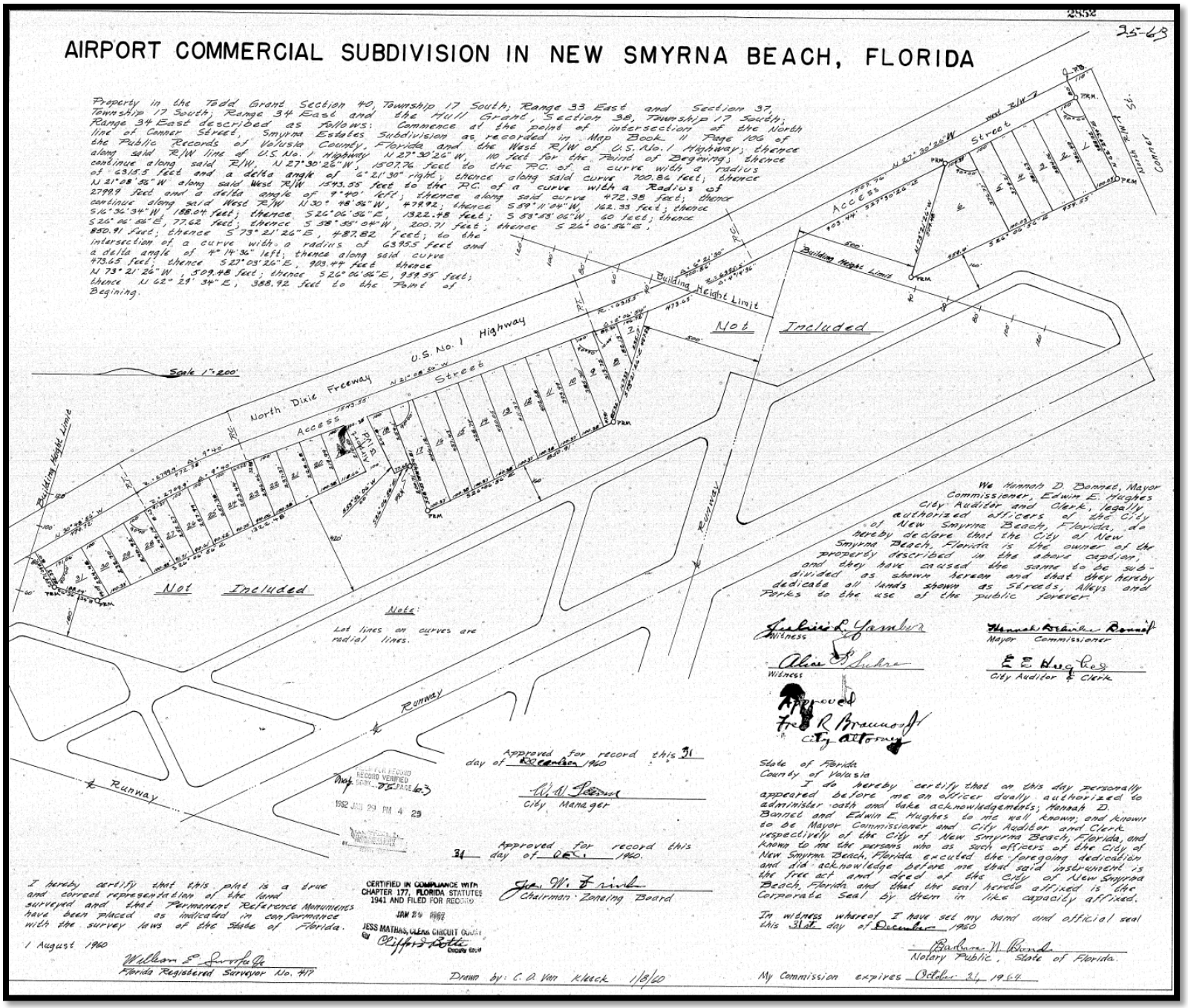
CAD FILE: 24040082

Exhibit G

AIRPORT COMMERCIAL SUBDIVISION IN NEW SMYRNA BEACH, FLORIDA

25-63

Property in the Todd Grant Section 40, Township 17 South, Range 33 East and Section 37, Township 17 South, Range 34 East and the Hull Grant, Section 38, Township 17 South, Range 34 East described as follows: Commence at the point of intersection of the North line of Canner Street, Smyrna Estates Subdivision as recorded in Map Book 11 Page 106 of the Public Records of Volusia County, Florida and the West R/W of U.S. No. 1 Highway; thence along said R/W line of U.S. No. 1 Highway N 27° 30' 26" W, 110 feet for the Point of Beginning; thence continue along said R/W, N 27° 30' 26" W, 1507.76 feet to the P.C. of a curve with a radius of 6315.5 feet and a delta angle of 6° 21' 30" right; thence along said curve 700.86 feet; thence N 21° 08' 56" W along said West R/W 1343.55 feet to the P.C. of a curve with a Radius of 2799.9 feet and a delta angle of 9° 40' left; thence along said curve 472.38 feet; thence continue along said West R/W N 30° 48' 56" W, 479.92; thence S 59° 11' 04" W, 162.33 feet; thence S 16° 36' 34" W, 188.04 feet; thence S 26° 06' 56" E, 1322.48 feet; S 83° 53' 06" W, 60 feet; thence S 26° 06' 56" E, 77.62 feet; thence S 58° 35' 04" W, 200.71 feet; thence S 26° 06' 56" E, 850.91 feet; thence S 73° 21' 26" E, 487.82 feet; to the intersection of a curve with a radius of 6395.5 feet and a delta angle of 4° 14' 36" left; thence along said curve 473.65 feet; thence S 27° 03' 26" E, 903.44 feet thence N 73° 21' 26" W, 509.48 feet; thence S 26° 06' 56" E, 959.55 feet; thence N 62° 29' 34" E, 388.92 feet to the Point of Begining.



We Hannah D. Bonnet, Mayor Commissioner, Edwin E. Hughes City Auditor and Clerk, legally authorized officers of the City of New Smyrna Beach, Florida, do hereby declare that the City of New Smyrna Beach, Florida is the owner of the property described in the above caption, and they have caused the same to be sub-divided as shown hereon and that they hereby dedicate all lands shown as Streets, Alleys and Parks to the use of the public forever.

Witness — Hannah D. Bonnet, Mayor Commissioner

Witness — E. E. Hughes, City Auditor & Clerk

Approved
Fred R. Braunsdorf Jr.
City Attorney

Approved for record this 31 day of December 1960

W. M. Sherman
City Manager

Approved for record this 31 day of Dec. 1960.

Jos. W. Trivett
Chairman Zoning Board

RECORD VERIFIED
BOOK 25 PAGE 63
1962 JAN 29 PM 4 25

CERTIFIED IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES 1941 AND FILED FOR RECORD
JAN 29 1962
JESS MATHAS, CLERK CIRCUIT COURT
By Clifford Botts Deputy Clerk

I hereby certify that this plat is a true and correct representation of the land surveyed and that Permanent Reference Monuments have been placed as indicated in conformance with the survey laws of the State of Florida.

1 August 1960

William E. Sutton Jr.
Florida Registered Surveyor No. 417

Drawn by: C. A. Van Kleeck 1/8/60

State of Florida
County of Volusia

I do hereby certify that on this day personally appeared before me an officer dually authorized to administer oath and take acknowledgements; Hannah D. Bonnet and Edwin E. Hughes to me well known; and known to be Mayor Commissioner and City Auditor and Clerk respectively of the City of New Smyrna Beach, Florida, and known to me the persons who as such officers of the City of New Smyrna Beach, Florida executed the foregoing dedication and did acknowledge before me that said instrument is the free act and deed of the City of New Smyrna Beach, Florida and that the seal hereto affixed is the Corporate Seal by them in like capacity affixed.

In witness whereof I have set my hand and official seal this 31st day of December 1960

Barbara N. Bonds
Notary Public, State of Florida.

My Commission expires October 24, 1964

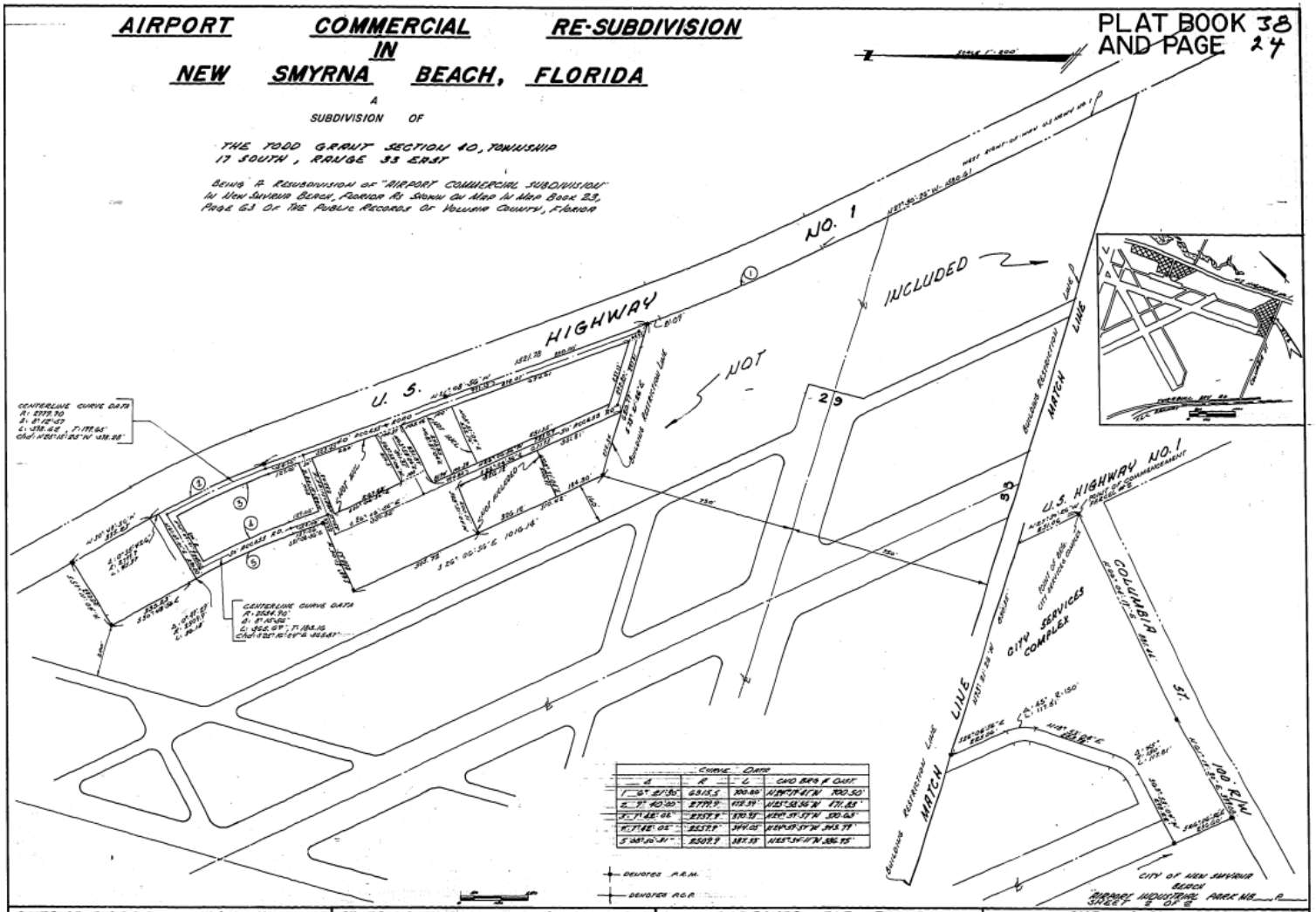
AIRPORT COMMERCIAL RE-SUBDIVISION IN NEW SMYRNA BEACH, FLORIDA

PLAT BOOK 38 AND PAGE 24

A SUBDIVISION OF

THE TODD GRANT SECTION 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST

Being A Resubdivision of "AIRPORT COMMERCIAL SUBDIVISION" In New Smyrna Beach, Florida As Shown On Map In Map Book 23, Page 63 Of The Public Records Of Volusia County, Florida



Curve Data			
Δ	R	L	Chd Brg & Dist
1 - 0° 21'30"	6313.5	100.80	N14°17'41"W 100.80'
2 - 3° 40'00"	2770.9	178.39'	N15°38'35"W 178.85'
3 - 7° 22' 00"	2557.9	329.35'	N22° 31' 17"W 329.03'
4 - 7° 22' 00"	2557.9	329.35'	N29°53'17"W 329.79'
5 - 189°20'34"	2509.9	187.33'	N65°-54'41"W 186.75'

STATE OF FLORIDA COUNTY OF VOLUSIA

We GEORGE MUSSON AND LINDA SCHMIDT, Mayor-Commissioner and City Clerk Respectively, having been duly authorized by the City Commission of the City of New Smyrna Beach, Florida to execute the herein dedication, do hereby declare that the City of New Smyrna Beach, Florida is the owner of the above described property and has caused the same to be subdivided as shown hereon and that the City of New Smyrna Beach, Florida does hereby dedicate all lands shown as streets, alleys, avenues and other public thoroughfares to the use of the public forever.

George E. Musson — 8/20/80
Witness — Mayor-Commissioner — Date

George E. Musson — Linda S. Schmidt — 8/20/80
Witness — City Clerk — Date

STATE OF FLORIDA COUNTY OF VOLUSIA

I hereby certify that GEORGE MUSSON and LINDA SCHMIDT, Mayor-Commissioner and City Clerk Respectively of the City of New Smyrna Beach, Florida, whose names are signed to the hereon dedication, and who are personally known to me as such officers came before me this day and severally acknowledged that they executed the said dedication as such officers for and on behalf of the City of New Smyrna Beach, Florida for the use and purpose therein expressed, and that they further acknowledge that they have affixed the seal of the official New Smyrna Beach, Florida hereto and that the said seal affixed hereto is the true seal of the City of New Smyrna Beach, Florida.

Witness my hand and seal this 20th day of August A.D. 1980

Patricia Brock
Notary Public
My commission expires 8 January 1982

APPROVED FOR RECORD BY CITY OF NEW SMYRNA BEACH, FLA.

Linda K. Schmidt — City Clerk — 8-20-80 Date
George E. Musson — Mayor — 8/20/80 Date
Charles A. Hall — City Attorney — 8/20/80 Date
Chairman of Planning — Date

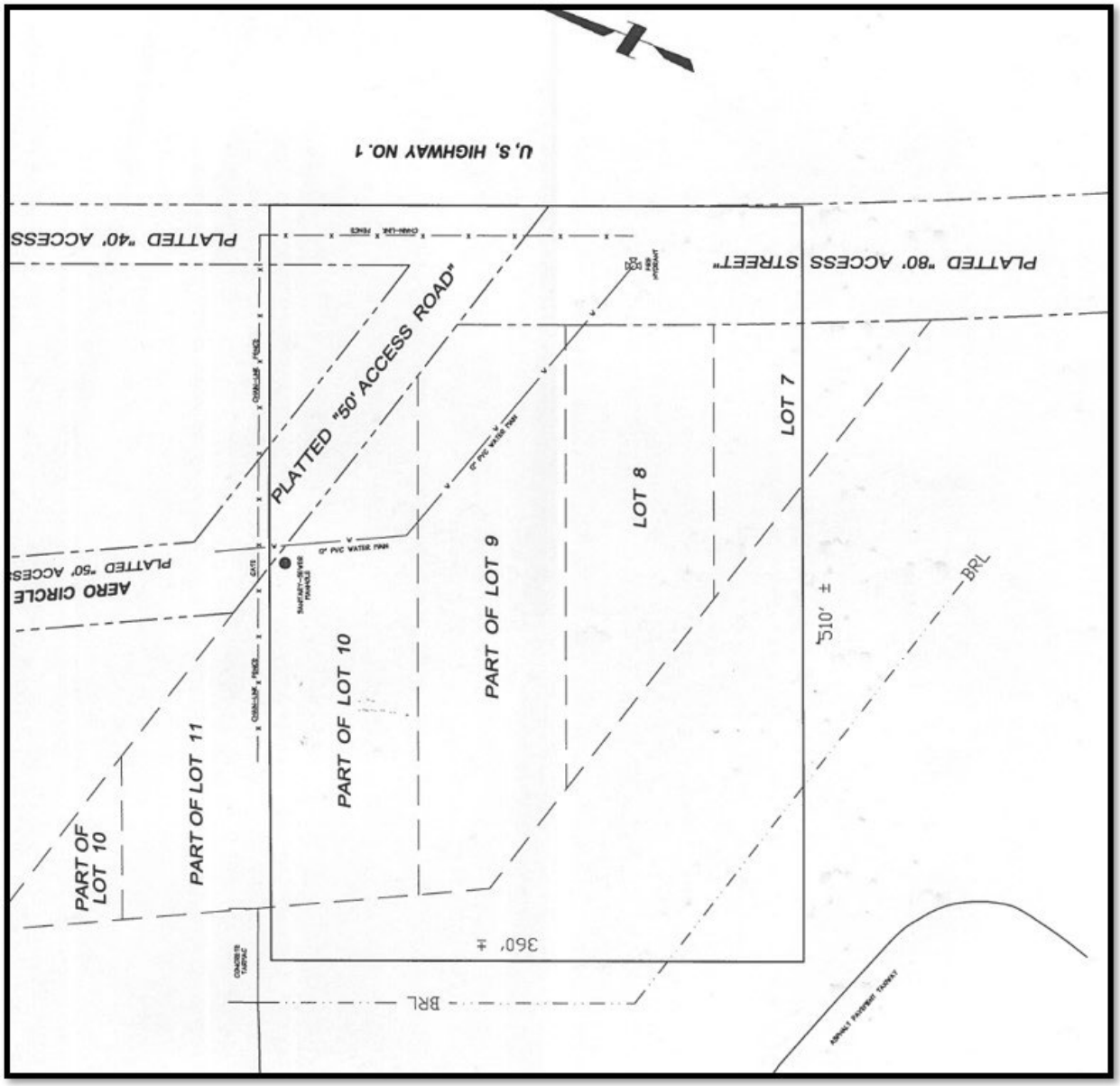
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT DELINEATED HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN CONFORMANCE WITH THE SURVEY LAWS OF THE STATE OF FLORIDA.

Signed Earle L. Gordon
EARLE L. GORDON JAN 17, 1981
FLA REG. SURVEYOR NO. 2577

Talley, Cary, Gordon, Inc.
Fla. Reg. Surveyors
114 & 116 Palmetto Ave.
Daytona Beach, Fla. 32014

Exhibit H


U. S. HIGHWAY NO. 1
PLATTED "40' ACCESS
PLATTED "80' ACCESS STREET"
PLATTED "50' ACCESS ROAD"
AERO CIRCLE
PLATTED "50' ACCES
LOT 7
LOT 8
PART OF LOT 9
PART OF LOT 10
PART OF LOT 11
PART OF LOT 10
510' ±
360' ±
BRL
BRL

OCE INDUSTRIES INC., PGH., PA. REORDER 00139

FAIRFAX AVE 50' R/W

CONRAD DR.

30" D.I.P. BY L.S. CONTRACTOR

10"-16" D.I.P. BY L.S. CONTRACTOR

LIMITS E.M. CONTRACTOR

MAIN 19

SCATTERED BRUSH ALONG WATER EDGE

LIFT STATION 19

0+00

B.M. TOP NORTH BOLT OF F.H. EL. 1194

FITTINGS 2-14"x45° BEND

SOUTH ST.

MATCH LINE 9+50

8+60 30' FROM TEL. POLE 33' FROM UTILITY POLE

8+70 40' FROM TEL. POLE 39' FROM UTILITY POLE

WOODS

WOOD POSTS

SOUTH ST.

BELMONT AVE.

50' R/W

20' S/R

20' B/P

MATCH LINE 14+50

FORCE MAIN 19 (14" D.I.P.)

FITTINGS 2-14"x45° BEND

SOUTH ST.

MATCH LINE 14+50

15+60 33' TO UTILITY POLE 46' TO UTILITY POLE

15+50 38' TO UTILITY POLE 44' TO UTILITY POLE

AIR RELEASE VALVE 35' TO FIRST 45°

NORTH DIXIE FREEWAY U.S. NO.1 (S.R.5)

MATCH LINE 16+95

NORTH DIXIE FREEWAY U.S. NO.1 (S.R.5)

MATCH LINE 16+95

24" B/P

24" B/P

S/A

D.O.T. R/W

CITY R/W

36" RCP

RIP RAP

SIGN

MATCH LINE 29+65

FORCE MAIN 19 (14" D.I.P.)

MATCH LINE 29+65

24" B/P

AIR RELEASE VALVE

MATCH LINE 33+35

MATCH LINE 33+35

NORTH DIXIE FREE

24" B/P

WAYSIDE PARK

WOOD FENCE

TV BOX

STONE POST SIGN

LIGHTED SIGN

AIR PORT ENT. RD.

D.O.T. R/W

SIGNS

CITY R/W

MATCH LINE 44+80

FORCE MAIN 19 (14" D.I.P.)

NORTH DIXIE FREEWAY U.S. NO.1 (S.R.5)

MATCH LINE 44+80

BRICK SIGN

15" R.C.P.

CONC M.H. W/ BLOW OFF

24" B/P

INLET

SHORE DR.

100' R/W

12" RCP

10" B/P

12" RCP

24" B/P

S/A

S/A

S/A

11" B/P

24" B/P

TV BOX

SIGN

AIR RELEASE VALVE

MATCH LINE 57+10 SEE SH. 12

D.O.T. R/W

CITY R/W

NOTE: BURIED ELECTRIC CABLE. CONTACT NEW SMYRNA BEACH UTILITIES COMMISSION FOR EXACT LOCATION BEFORE DIGGING.

FORCE MAIN 19 (14" D.I.P.)

RECORD DRAWING DATE 2-17-82

A 20.0' utilities easement is required and center over the existing 14" forcemain (highlighted in green). The existing 14" forcemain must be physically field located and survey in order to draft the new utilities easement legal description and sketch. KHO

EPA C-120426050

NO.	DATE	DESCRIPTION	BY	CKD.
		REVISIONS		

RUSSELL & AXON
Engineers — Planners — Architects
DAYTONA BEACH, FLORIDA

SANITARY SEWER IMPROVEMENTS
PART A
FORCE MAIN 19
NEW SMYRNA BEACH, FLORIDA

DESIGNED BY	LGP/DVD
DRAWN BY	
CHECKED BY	R.J.C./D.V.D.
DATE	JULY 1979
FILE No.	620-691-15 620-711-06
SHEET No.	11 OF 67 SHEETS
SCALE:	1" = 50'

SEAL — DOMENIC T. D'AGOSTINO — CERTIFICATE NO. 14740 STATE OF FLORIDA — REGISTERED ENGINEER

Present street name is Industrial Parks Ave. KHO

A 20.0' utilities easement is required and center over the existing 14" forcemain (highlighted in green). The existing 14" forcemain must be physically field located and survey in order to draft the new utilities easement legal description and sketch. KHO

NORTH DIXIE FREEWAY U.S.NO.1 (S.R.5) 150' R/W

NORTH DIXIE FREEWAY U.S.NO.1 (S.R.5) 110' R/W

U.S. HIGHWAY NO.1 100' R/W

NORTH DIXIE FREEWAY U.S. NO.1 (S.R.5) 100' R/W

FAULKNER ST. 60' R/W

EPA C-120426050

NO.	DATE	DESCRIPTION	BY	CKD.

REVISIONS

RUSSELL & AXON
Engineers — Planners — Architects
DAYTONA BEACH, FLORIDA

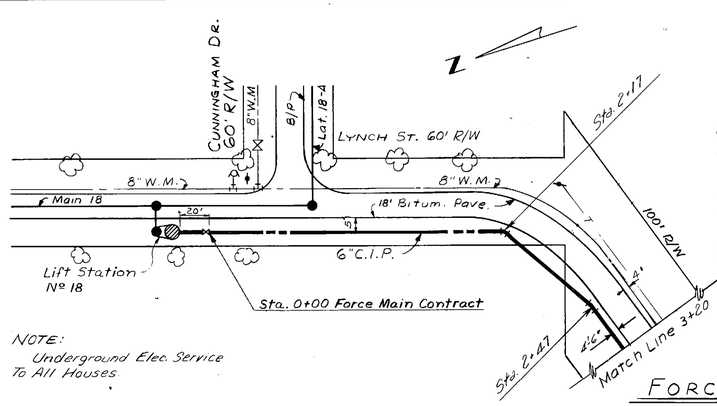
SANITARY SEWER IMPROVEMENTS
PART A
FORCE MAIN 19
NEW SMYRNA BEACH, FLORIDA

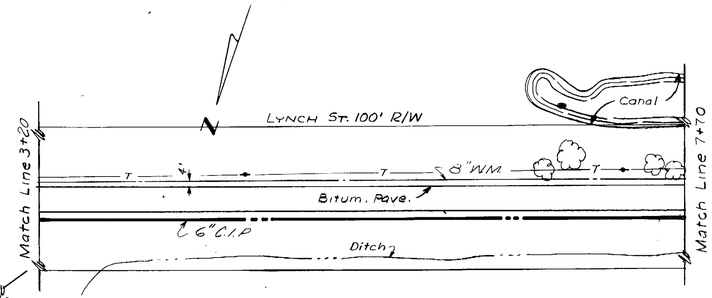
DESIGNED BY LGP/DVD	FILE No. 620-691-15 / 620-711-06
DRAWN BY WLT	SHEET No. 12
CHECKED BY R.J.C./D.V.D.	OF 67 SHEETS
DATE JULY 1979	SCALE: 1" = 50'

SEAL
ROSWELL V. D'AGRESTA
CERTIFICATE NO. 14740
STATE OF FLORIDA
REGISTERED ENGINEER

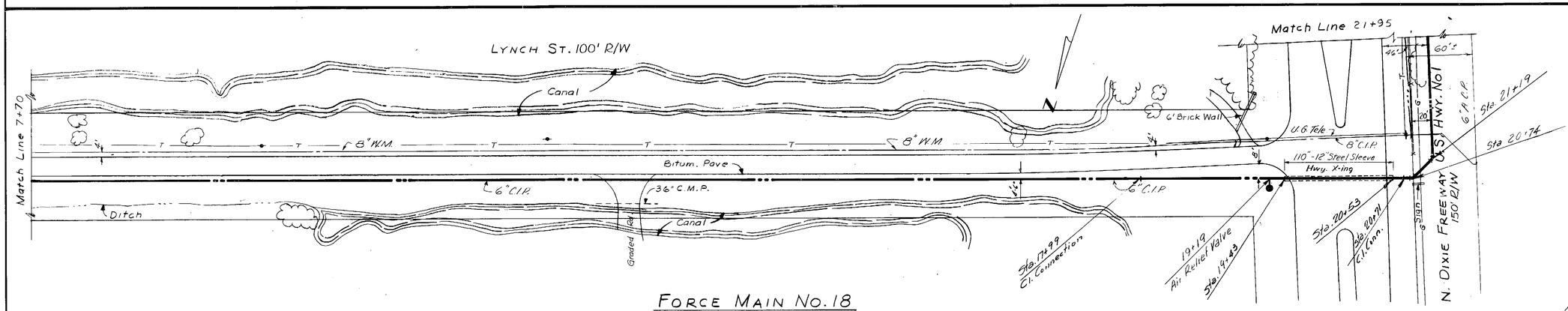
RECORD DRAWING
DATE 7-12-82

1063

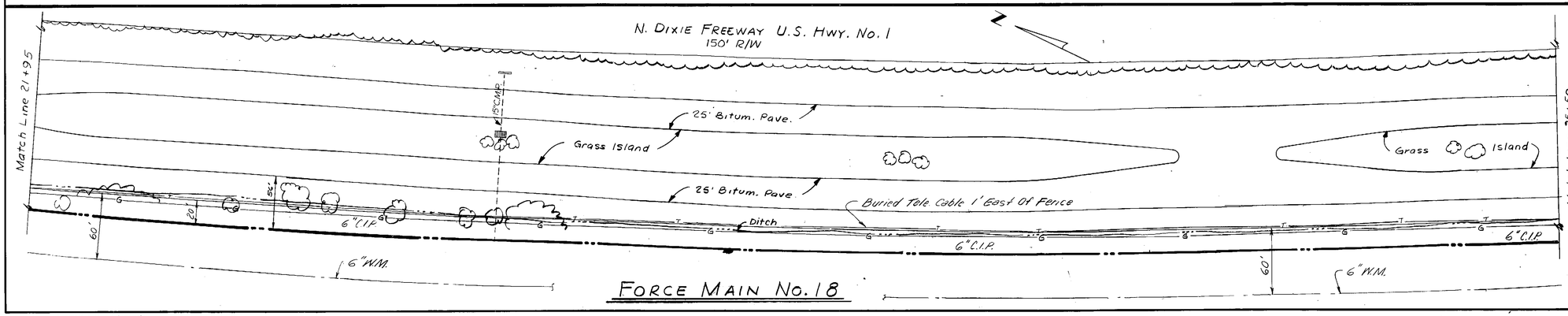




FORCE MAIN NO. 18



FORCE MAIN NO. 18



FORCE MAIN NO. 18

NO.	DATE	DESCRIPTION	BY	CKD.
		REVISIONS		

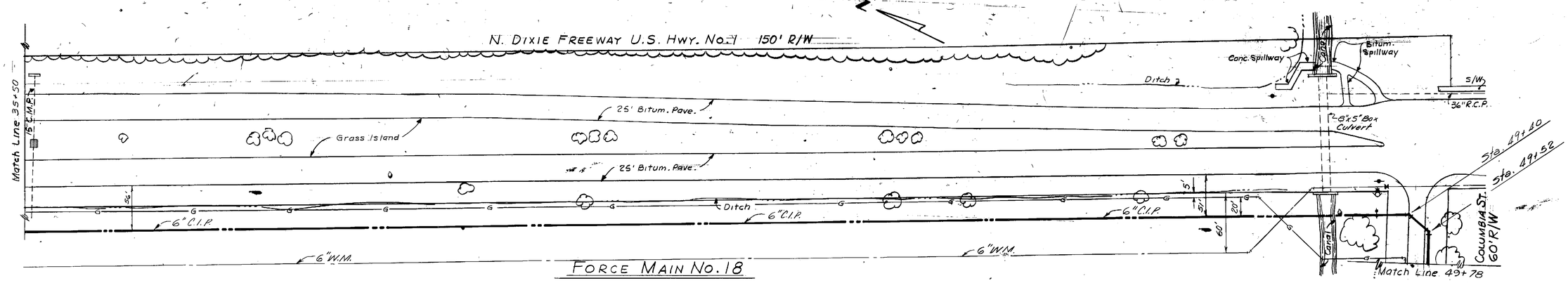
• RUSSELL & AXON • INC. •
CONSULTING ENGINEERS
DAYTONA BEACH, FLA. ST. LOUIS, MO.

SEWAGE WORKS PROJECT
FORCE MAIN 18
NEW SMYRNA BEACH, FLORIDA

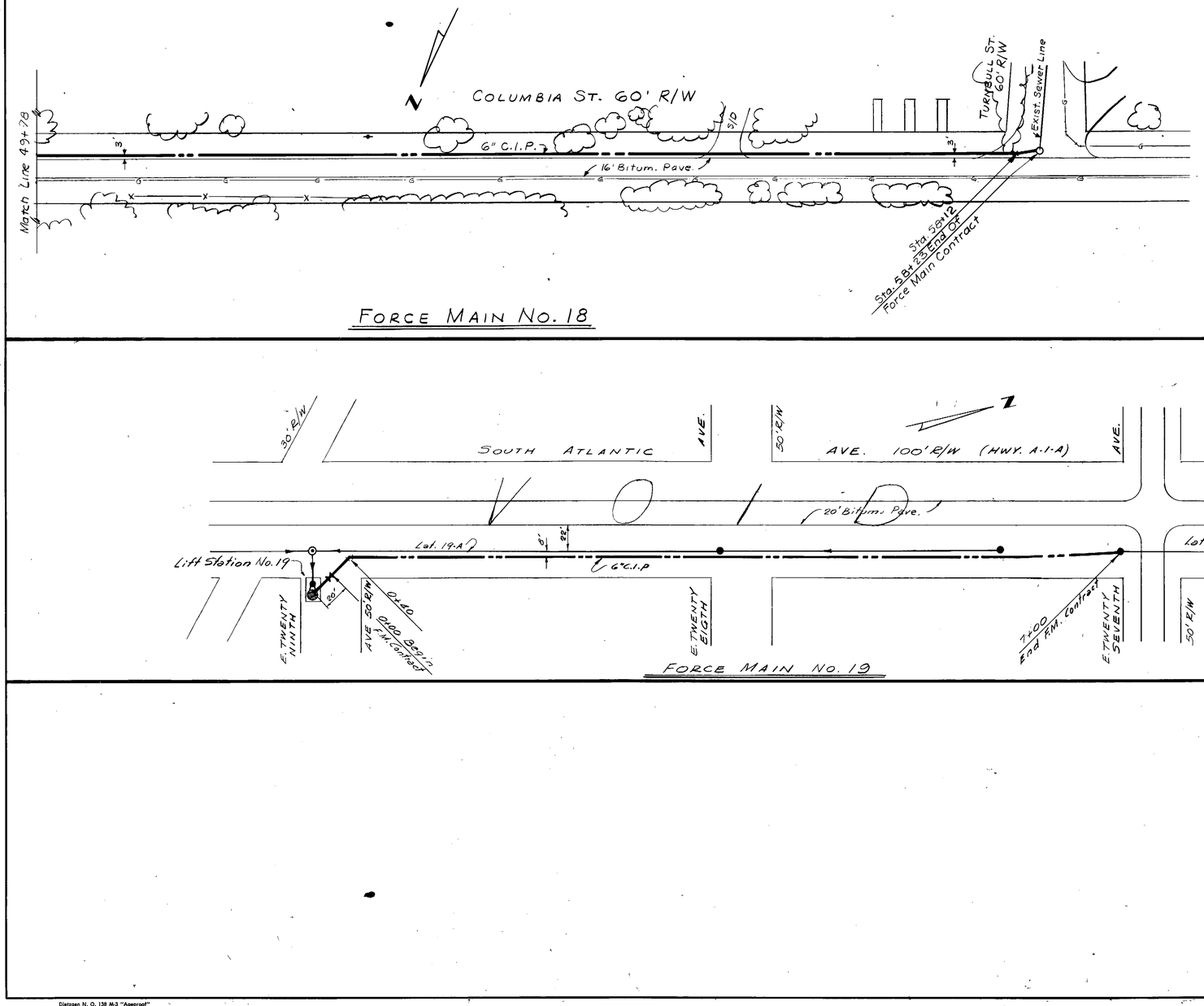
DESIGNED BY	FILE No. 6153-8a-20-II
DRAWN BY R.C.T.	SHEET No. 20 II
CHECKED BY	OF 23 SHEETS
DATE OCT. 1964	SCALE: 1"= 50'

SEAL
L. K. KAPINOS
No. 3718
STATE OF
REGISTERED ENGINEER

Dietzgen N. O. 138 M-3 "Ageproof"



FORCE MAIN NO. 18



FORCE MAIN NO. 18

FORCE MAIN NO. 19

NO.	DATE	DESCRIPTION	BY	CKD.
	1-66	Added F.M. #19	PK	
		REVISIONS		

· RUSSELL & AXON · INC. ·
CONSULTING ENGINEERS
DAYTONA BEACH, FLA. ST. LOUIS, MO.

SEWAGE WORKS PROJECT
FORCE MAIN 18
NEW SMYRNA BEACH, FLORIDA

DESIGNED BY	FILE No. 6153-8a-21-II	SEAL: J. F. KAPINOS, CERTIFICATE No. 3748 STATE OF FLORIDA, REGISTERED ENGINEER
DRAWN BY R.C.T.	SHEET No. 21	
CHECKED BY MEN	OF 23 SHEETS	
DATE OCT. 1964	SCALE: 1" = 50'	

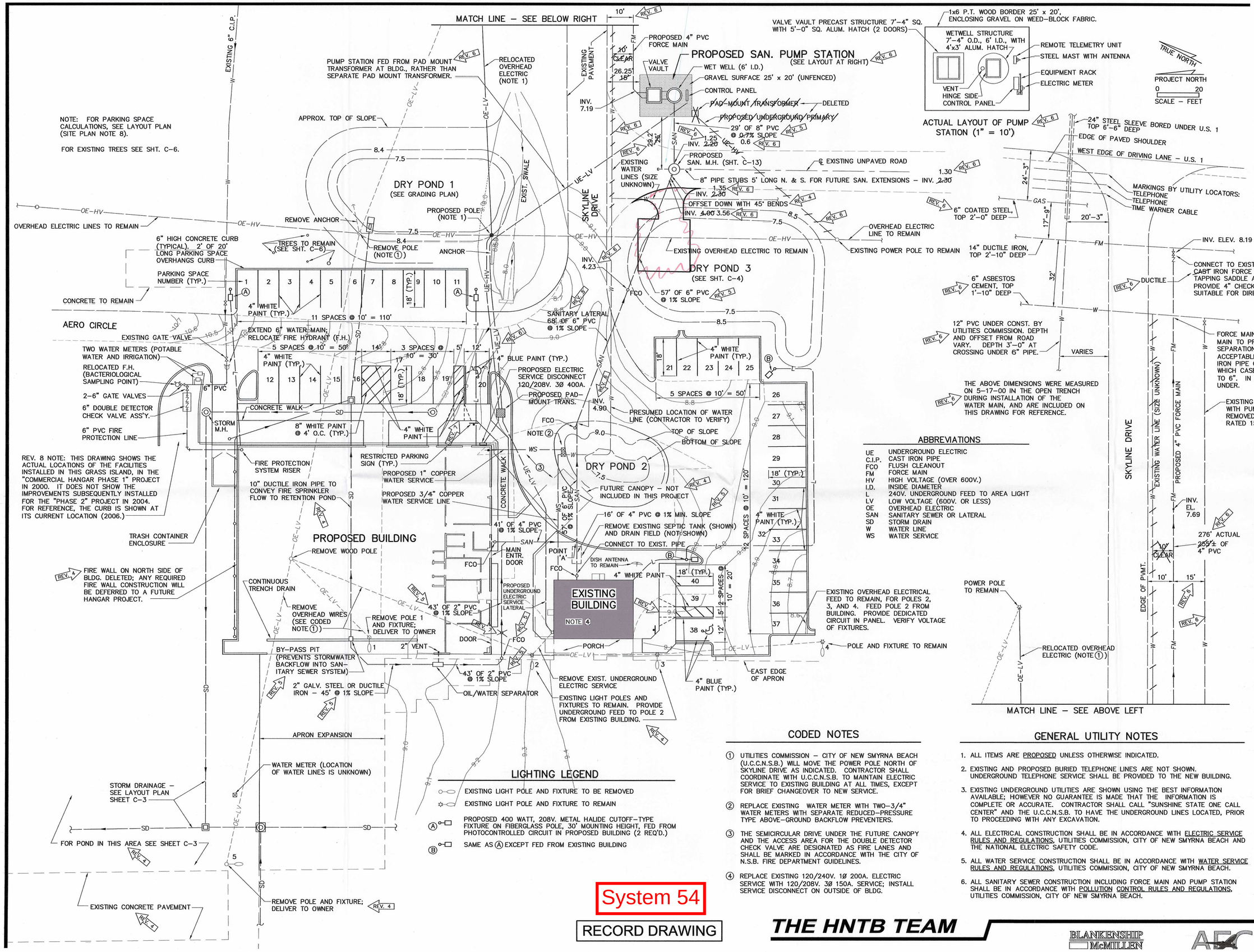
Dietzgen N. O. 138 M-3 "Ageproof"

NEW SMYRNA BEACH MUNICIPAL AIRPORT

COMMERCIAL HANGAR

RECORD DRAWING

RECORD INFORMATION FURNISHED TO ENGINEER BY CONTRACTOR.



ABBREVIATIONS

UE	UNDERGROUND ELECTRIC
C.I.P.	CAST IRON PIPE
FCO	FLUSH CLEANOUT
FM	FORCE MAIN
HV	HIGH VOLTAGE (OVER 600V.)
I.D.	INSIDE DIAMETER
L	240V. UNDERGROUND FEED TO AREA LIGHT
LV	LOW VOLTAGE (600V. OR LESS)
OE	OVERHEAD ELECTRIC
SAN	SANITARY SEWER OR LATERAL
SD	STORM DRAIN
W	WATER LINE
WS	WATER SERVICE

LIGHTING LEGEND

- EXISTING LIGHT POLE AND FIXTURE TO BE REMOVED
- EXISTING LIGHT POLE AND FIXTURE TO REMAIN
- (A) PROPOSED 400 WATT, 208V. METAL HALIDE CUTOFF–TYPE FIXTURE ON FIBERGLASS POLE, 30' MOUNTING HEIGHT, FED FROM PHOTOCONTROLLED CIRCUIT IN PROPOSED BUILDING (2 REQ'D.)
- (B) SAME AS (A) EXCEPT FED FROM EXISTING BUILDING

CODED NOTES

1. UTILITIES COMMISSION – CITY OF NEW SMYRNA BEACH (U.C.C.N.S.B.) WILL MOVE THE POWER POLE NORTH OF SKYLINE DRIVE AS INDICATED. CONTRACTOR SHALL COORDINATE WITH U.C.C.N.S.B. TO MAINTAIN ELECTRIC SERVICE TO EXISTING BUILDING AT ALL TIMES, EXCEPT FOR BRIEF CHANGEOVER TO NEW SERVICE.
2. REPLACE EXISTING WATER METER WITH TWO–3/4" WATER METERS WITH SEPARATE REDUCED–PRESSURE TYPE ABOVE–GROUND BACKFLOW PREVENTERS.
3. THE SEMICIRCULAR DRIVE UNDER THE FUTURE CANOPY AND THE ACCESS AREA FOR THE DOUBLE DETECTOR CHECK VALVE ARE DESIGNATED AS FIRE LANES AND SHALL BE MARKED IN ACCORDANCE WITH THE CITY OF N.S.B. FIRE DEPARTMENT GUIDELINES.
4. REPLACE EXISTING 120/240V. 1Ø 200A. ELECTRIC SERVICE WITH 120/208V. 3Ø 150A. SERVICE; INSTALL SERVICE DISCONNECT ON OUTSIDE OF BLDG.

GENERAL UTILITY NOTES

1. ALL ITEMS ARE PROPOSED UNLESS OTHERWISE INDICATED.
2. EXISTING AND PROPOSED BURIED TELEPHONE LINES ARE NOT SHOWN. UNDERGROUND TELEPHONE SERVICE SHALL BE PROVIDED TO THE NEW BUILDING.
3. EXISTING UNDERGROUND UTILITIES ARE SHOWN USING THE BEST INFORMATION AVAILABLE; HOWEVER NO GUARANTEE IS MADE THAT THE INFORMATION IS COMPLETE OR ACCURATE. CONTRACTOR SHALL CALL "SUNSHINE STATE ONE CALL CENTER" AND THE U.C.C.N.S.B. TO HAVE THE UNDERGROUND LINES LOCATED, PRIOR TO PROCEEDING WITH ANY EXCAVATION.
4. ALL ELECTRICAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ELECTRIC SERVICE RULES AND REGULATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH AND THE NATIONAL ELECTRIC SAFETY CODE.
5. ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH WATER SERVICE RULES AND REGULATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.
6. ALL SANITARY SEWER CONSTRUCTION INCLUDING FORCE MAIN AND PUMP STATION SHALL BE IN ACCORDANCE WITH POLLUTION CONTROL RULES AND REGULATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

System 54

RECORD DRAWING

REVISIONS

No.	DATE	DESCRIPTION
1	4–19–99	GENERAL REVISIONS
2	4–29–99	GENERAL REVISIONS
3	6–21–99	GENERAL REVISIONS
4	1–07–00	SITE PLAN CHG. ORDER 1
5	1–20–00	REVISIONS PER FDEP COMMENTS
6	5–17–00	RECORD COMMENTS – SANITARY
7	8–18–00	RECORD COMMENTS – GENERAL
8	4–24–06	RECORD COMMENTS – WATER

FDOT ITEM No.:	248368
FDOT WPI No.:	5829016
PREPARED BY:	AEC
DRAWN BY:	AHW
CHECKED BY:	BP
ISSUE DATE:	3-99
DRAWING SCALE:	1" = 20'

DRAWING TITLE:

MARKING, SIGN, AND UTILITY PLAN

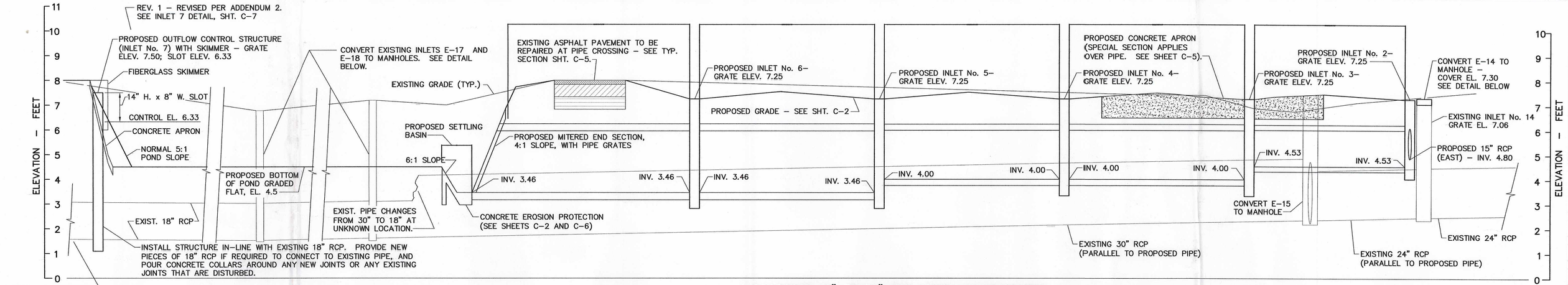
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DRAWING No.:

C-5

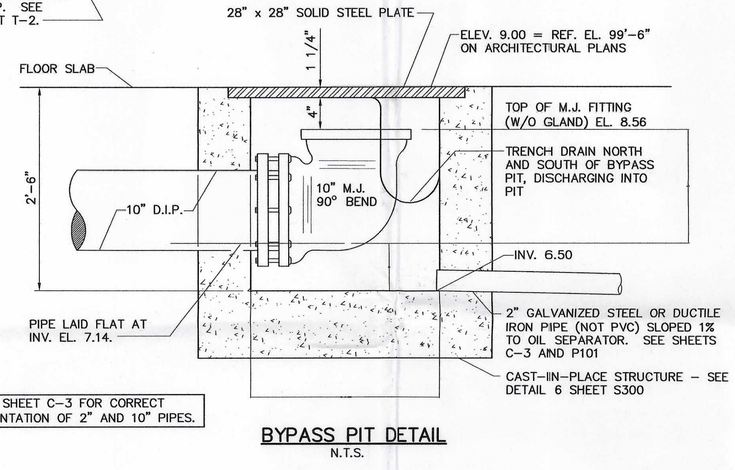
THE HNTB TEAM

BLANKENSHIP McMILLEN AEC HNTB



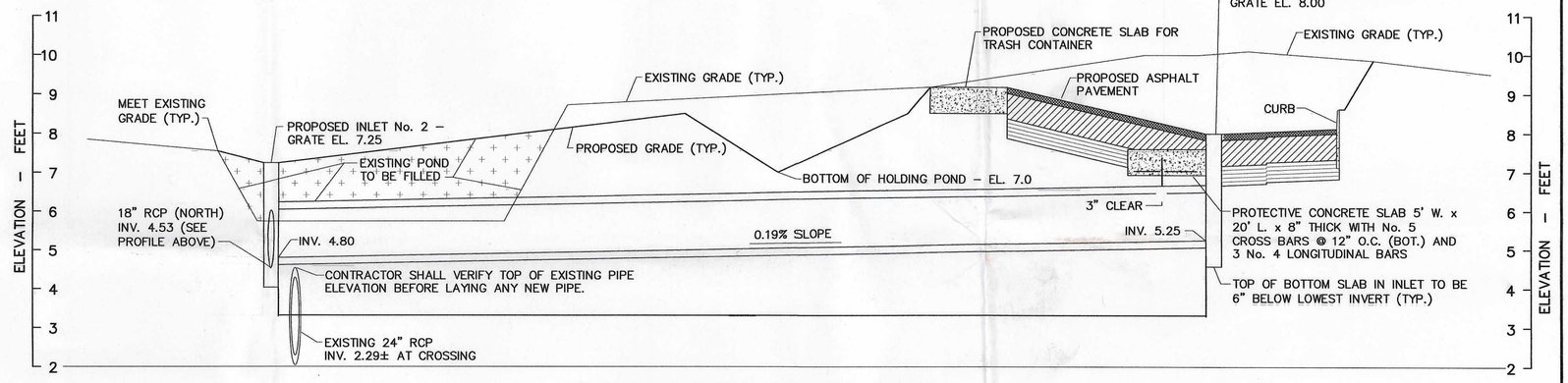
PROPOSED 18" TO 30" RCP STORM DRAIN PROFILE

SCALES: HORIZ.: 1" = 20'
VERT.: 1" = 2'



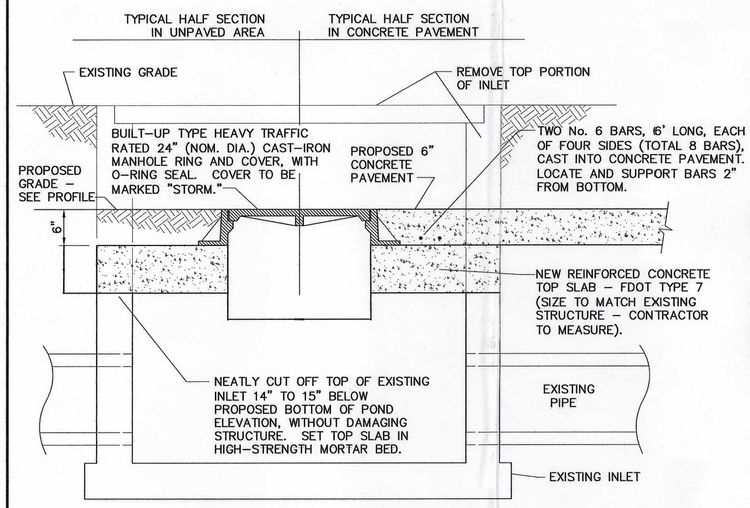
BYPASS PIT DETAIL

N.T.S.



PROPOSED 15" RCP STORM DRAIN PROFILE

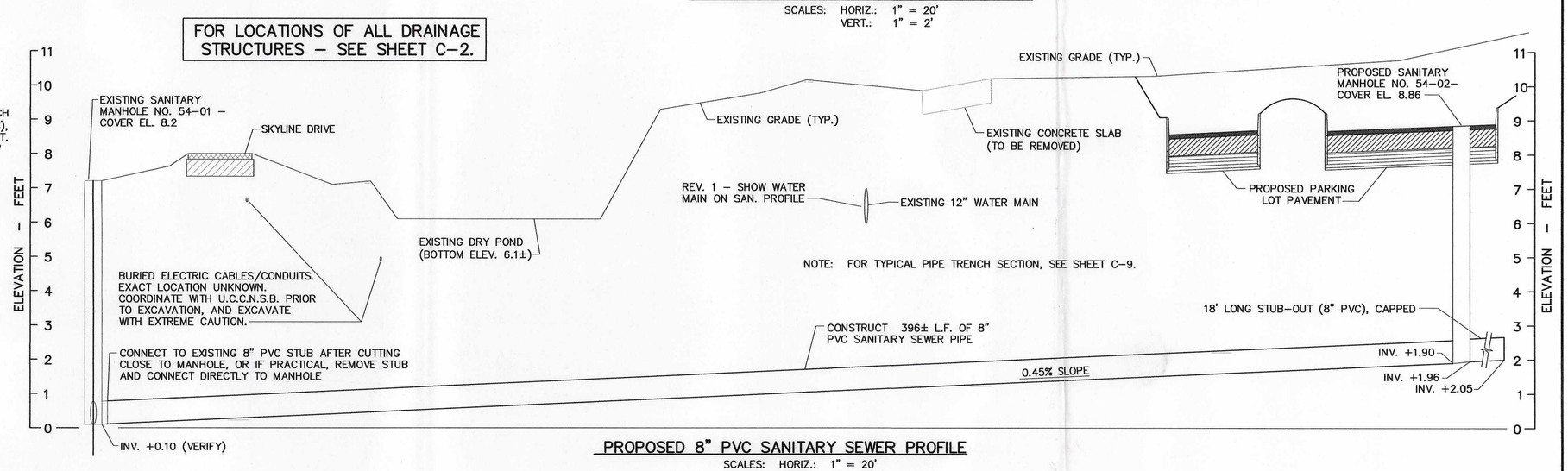
SCALES: HORIZ.: 1" = 20'
VERT.: 1" = 2'



DETAIL – CONVERSION OF EXISTING INLET TO MANHOLE

N.T.S.

FOR LOCATIONS OF ALL DRAINAGE STRUCTURES – SEE SHEET C–2.



PROPOSED 8" PVC SANITARY SEWER PROFILE

SCALES: HORIZ.: 1" = 20'
VERT.: 1" = 2'

NO.	DATE	REVISION	BY
1	8–18–03	REVISE CONTROL INLET 7 PER ADDENDUM 2	BP

AIRPORT ENGINEERING CO., INC.
1024 FAIRLAWN DRIVE
ROCKLEDGE, FLORIDA 32955
Tel. (321) 633–3034
Fax (321) 633–7358
E–MAIL aec1@earthlink.net
BUS. LICENSE: EB0007633

NEW SMYRNA BEACH MUNICIPAL AIRPORT

CITY OF NEW SMYRNA BEACH
NEW SMYRNA BEACH, FLORIDA

COMMERCIAL HANGAR – PHASE 2

DRAINAGE AND SEWER PROFILES

FDOT ITEM Nos. 407677 AND 248378

DATE 05–03

REVISION DATES (SEE DESCRIPTION AT LEFT)
R1 8–18–03 | R2 | R3 | R4 | R5 | R6

AEC JOB NO. 0206

DWG. NO. 0206–C6

SHT. C–6

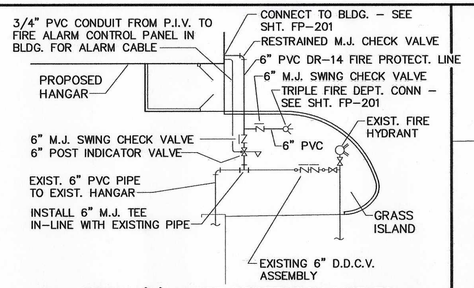
GENERAL SITE PLAN INFORMATION:

1. PROPERTY (INCLUDING SITE AND SURROUNDING AREAS WITHIN 50 FEET) IS ZONED I-3 (INDUSTRIAL.)
2. PROJECT IS LOCATED ENTIRELY ON AIRPORT PROPERTY; LEGAL DESCRIPTION IS NOT APPLICABLE. THE APPROXIMATE AREA WITHIN THE LIMITS OF CONSTRUCTION (EXCLUDING REMOTE STORMWATER POND) IS 1.0 AC.
3. OWNER – CITY OF NEW SMYRNA BEACH. CONTACT: RON WILSBACH, AIRPORT MANAGER, AT 424-2199.
4. ARCHITECT – NELSON BLANKENSHIP, BLANKENSHIP McMILLEN ARCHITECTS INC., TEL. 407-331-8868.
5. ENGINEER FOR SITE IMPROVEMENTS – BRIAN PENDLETON, AIRPORT ENGINEERING CO., INC., TEL. 321-633-3034.
6. PROPOSED USE – AIRCRAFT HANGAR WITH ASSOCIATED OFFICE AREA. ESTIMATED NUMBER OF OCCUPANTS – 24.
7. NO EASEMENTS ARE KNOWN TO EXIST, EXCEPT BLANKET UTILITY EASEMENTS.
8. PARKING CALCULATION FOR NEW HANGAR BUILDING – 10,000 S.F. x 1.5 SPCS. PER 1000 S.F. = 15 SPACES REQUIRED. SPACES PROVIDED: 22 STANDARD + 2 H/C
9. STORM DRAINAGE: DRY RETENTION POND. SEE SHEET C-2.
10. ENVIRONMENTAL IMPACTS: THIS PROJECT DOES NOT IMPACT ANY WETLANDS OR IMPACT ANY THREATENED OR ENDANGERED SPECIES. EXISTING OAK TREES WILL BE PRESERVED TO THE EXTENT POSSIBLE. SEE TREE MITIGATION CALCULATIONS ON SHEET C-4.
11. SOLID WASTE PRODUCTION: TRASH ONLY. WASTE RECEPTACLE (DUMPSTER) WITH SCREENED ENCLOSURE WILL BE PROVIDED. THERE WILL BE NO DISPOSAL OF HAZARDOUS MATERIALS. USED ENGINE OIL WILL BE STORED IN THE HANGAR IN SMALL QUANTITIES AND IN SUITABLE CONTAINERS, TO BE PICKED UP BY A PRIVATE RECYCLER AT REGULAR INTERVALS. DOMESTIC-TYPE RECYCLABLES (GLASS, PLASTIC, PAPER, ETC.) WILL BE IN SMALL QUANTITY, AND WILL BE PLACED CURBSIDE IN AN APPROVED CONTAINER.

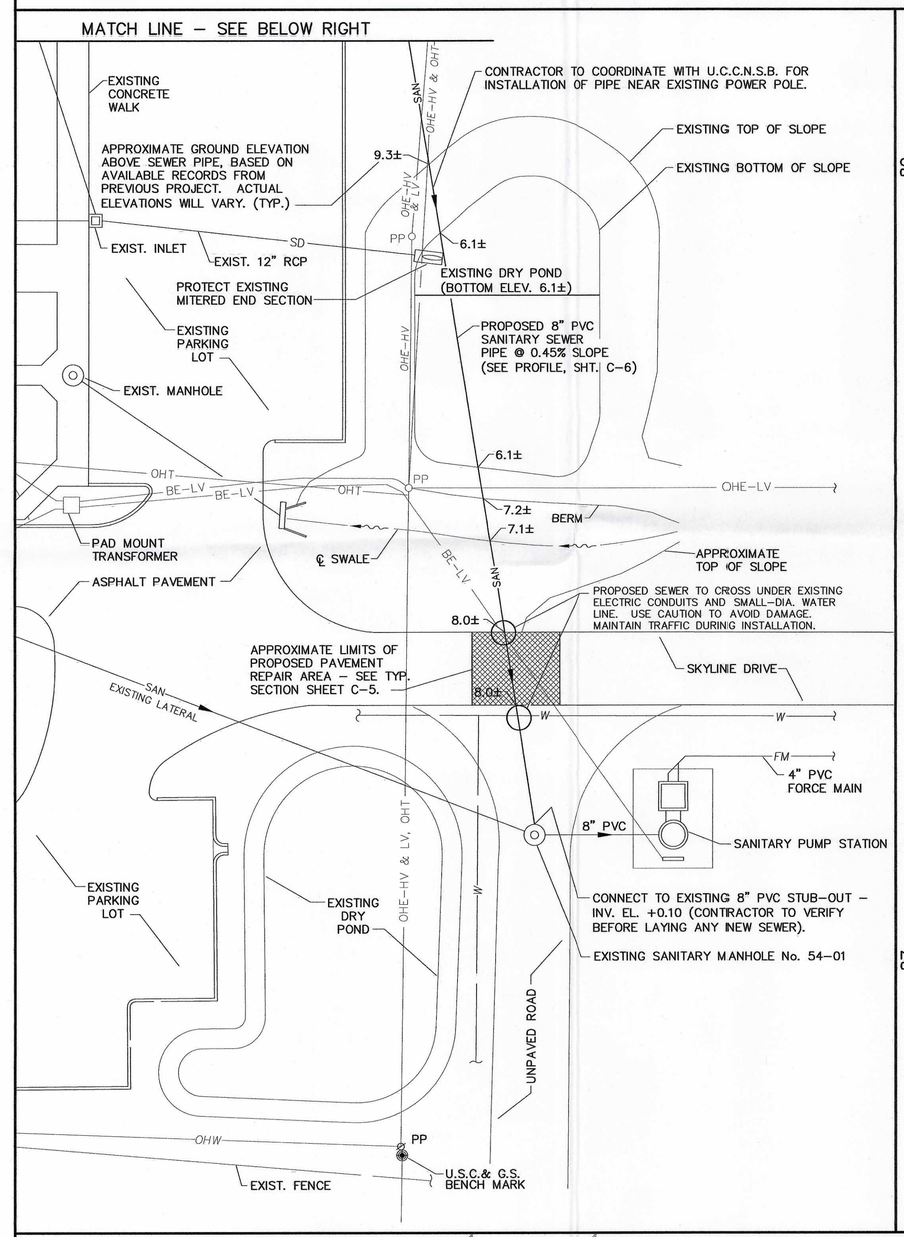
GENERAL SITE PLAN INFORMATION IS CONTINUED ON SHEET C-8

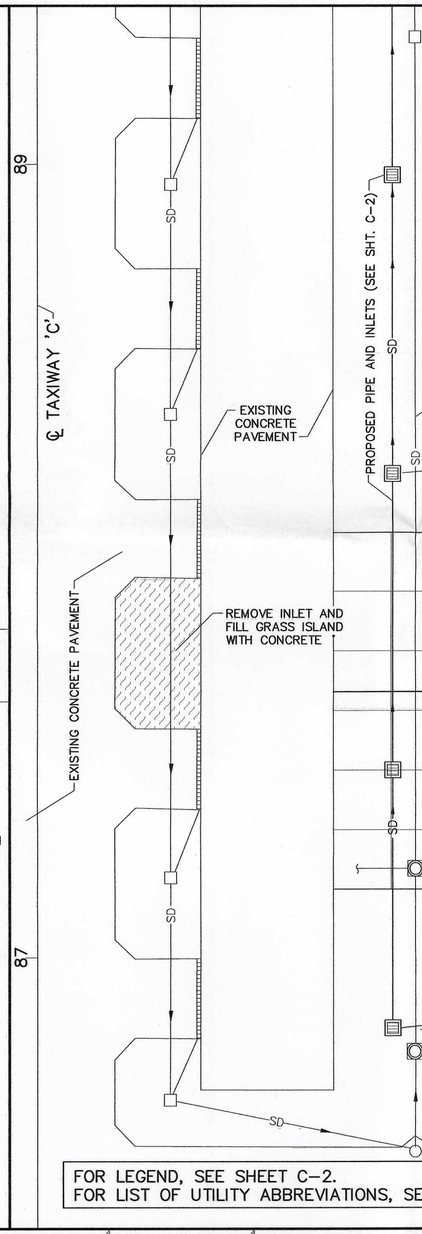
UTILITY ABBREVIATIONS:

BE-HV	BURIED ELECTRIC (OVER 600V.)
BE-LV	BURIED ELECTRIC (UNDER 600 V.)
BT	BURIED TELEPHONE
FH	FIRE HYDRANT
L	LIGHTING CONDUIT
LP	LIGHT POLE (LIGHT FIXTURE ONLY)
OHE-HV	OVERHEAD ELECTRIC (OVER 600 V.)
OHE-LV	OVERHEAD ELECTRIC (UNDER 600 V.)
OHT	OVERHEAD TELEPHONE
PP	POWER POLE (ANY POLE WITH OVERHEAD WIRES)
RD	ROOF DRAIN
SAN	SANITARY SEWER
SD	STORM DRAIN
TTB	TELEPHONE TERMINAL BOX
U/G	UNDERGROUND
W	WATER MAIN

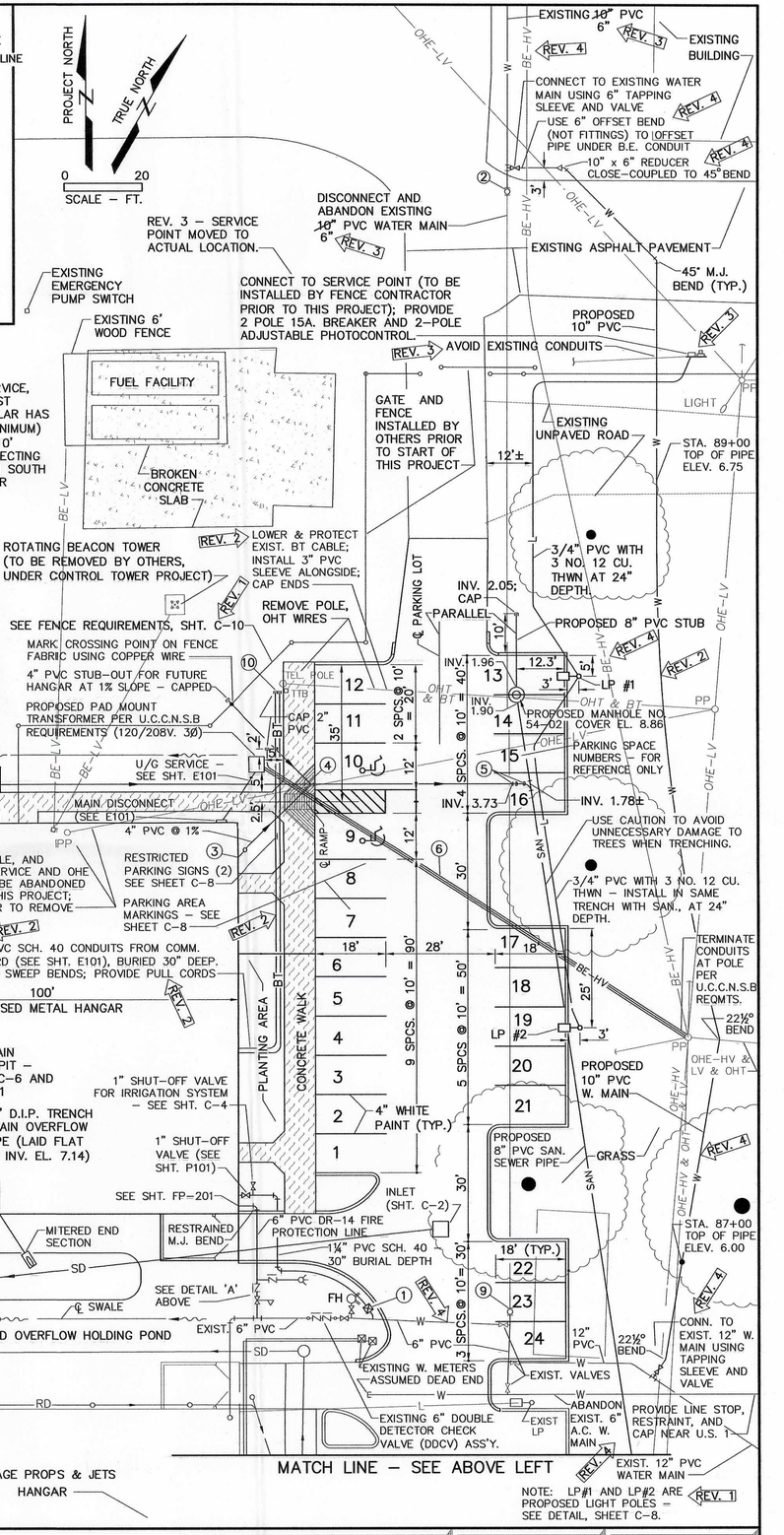


DETAIL 'A' – FIRE PROTECTION LINE TO HANGAR BUILDING





FOR LEGEND, SEE SHEET C-2.
FOR LIST OF UTILITY ABBREVIATIONS, SEE ABOVE.



NO.	DATE	REVISION	BY
4	2-04-04	REVISE W. MAIN DATA PER OBSERVATIONS ON 2-2-04	BP
3	1-28-04	REVISE EXISTING W. MAIN SIZE; SERVICE POINT LOC.	BP
2	12-01-03	REVISE B.T. CONDUITS PER BELLSOUTH REQMTS.	BP
1	10-06-03	ADDENDUM 1	BP

AEC AIRPORT ENGINEERING CO., INC.
1024 FAIRLAWN DRIVE
ROCKLEDGE, FLORIDA 32955
Tel. (321) 633-3034
Fax (321) 633-7358
E-MAIL aec1@earthlink.net
BUS. LICENSE: EB0007633

NEW SMYRNA BEACH MUNICIPAL AIRPORT

CITY OF NEW SMYRNA BEACH
NEW SMYRNA BEACH, FLORIDA

COMMERCIAL HANGAR – PHASE 2

LIGHTING, MARKING, AND UTILITY PLAN

FDOT ITEM Nos. 407677 AND 248378

DATE	05-03
AEC JOB NO.	0206
REVISION DATES (SEE DESCRIPTION AT LEFT)	R1 10-06-03, R2 12-01-03, R3 1-28-04, R4 2-04-04, R5, R6
DWG. NO.	0206-C03
SHT.	C-3

CONSTRUCTION PLANS FOR

HANGAR 1996
SEWER IMPROVEMENTS

AT

NEW SMYRNA BEACH
MUNICIPAL AIRPORT

NEW SMYRNA BEACH, FLORIDA

FDOT ITEM NO. 420860



NEW SMYRNA BEACH MUNICIPAL AIRPORT

PROJECT LOCATION PLAN

PREPARED FOR:

THE CITY OF NEW SMYRNA BEACH

ADAM BARRINGER	MAYOR
JAMES HATHAWAY	VICE MAYOR
JUDY REIKER	COMMISSIONER
JACK S. GRASTY	COMMISSIONER
LYNNE PLASKETT	COMMISSIONER
PAM BRANGACCIO	CITY MANAGER
FRANK B. GUMMEY III	CITY ATTORNEY
KHALID RESHEIDAT	PUBLIC WORKS DIRECTOR
RHONDA WALKER	ASST. PUBLIC WORKS DIRECTOR

PREPARED BY:

AIRPORT ENGINEERING CO., INC.
3612 McLEAN AVE. ROCKLEDGE, FLORIDA 32955
OFFICE: 321-633-3034
MOBILE: 321-427-1661
CERTIFICATE OF AUTHORIZATION NO. 7633
BRIAN PENDLETON, P.E. NO. 23722 (FL)
ROBERT ROBB, P.E. NO. 55645 (FL)

AEC JOB No. 1108

FEBRUARY 2012

LIST OF DRAWINGS		
SHEET No.	DESCRIPTION	LATEST REVISION
1	COVER SHEET	
2	SEWER PLAN AND PROFILE	
3	SEWER DETAILS	
4	DETAILS	
FOR PAY ITEMS AND ESTIMATED QUANTITIES, SEE PROPOSAL IN SPEC. BOOK		

RECORD DRAWING

12/05/12

NOTE: AS-BUILT INFORMATION PROVIDED BY THE CONTRACTOR.

Call 48 hours before you dig in Florida



It's the law
CALL 811
Sunshine State One Call of Florida, Inc.

1069

ARCHEOLOGICAL TEST HOLE

① STA. 0+43 5'LT
- 3" ASPHALT MILLINGS
- 3" SHELL
- DEPTH OF 6'-8" TO COQUINA
- WATER TABLE NOT ENCOUNTERED

② STA. 1+43 5'LT
- 3" ASPHALT MILLINGS
- 3" SHELL
- DEPTH OF 2'-6" TO COQUINA
- WATER TABLE NOT ENCOUNTERED

③ STA. 2+43 6'LT
- 1 3/4" ASPHALT MILLINGS
- 3" SHELL
- DEPTH OF 8'-0" TO COQUINA
- WATER TABLE ±8'

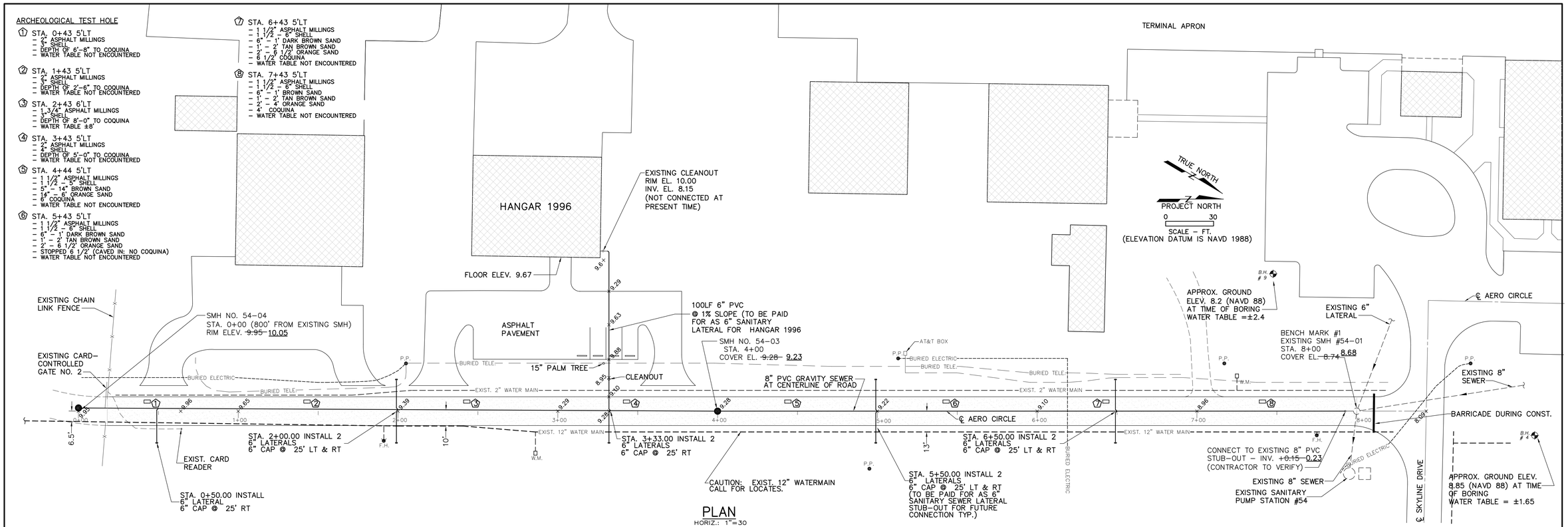
④ STA. 3+43 5'LT
- 2" ASPHALT MILLINGS
- 2" SHELL
- DEPTH OF 5'-0" TO COQUINA
- WATER TABLE NOT ENCOUNTERED

⑤ STA. 4+44 5'LT
- 1 1/2" ASPHALT MILLINGS
- 1 1/2" – 5" SHELL
- 5" – 14" BROWN SAND
- 14" – 6' ORANGE SAND
- 6' COQUINA
- WATER TABLE NOT ENCOUNTERED

⑥ STA. 5+43 5'LT
- 1 1/2" ASPHALT MILLINGS
- 1 1/2" – 6" SHELL
- 6" – 1' DARK BROWN SAND
- 1' – 2' TAN BROWN SAND
- 2' – 6 1/2' ORANGE SAND
- STOPPED @ 1/2' (CAVED IN: NO COQUINA)
- WATER TABLE NOT ENCOUNTERED

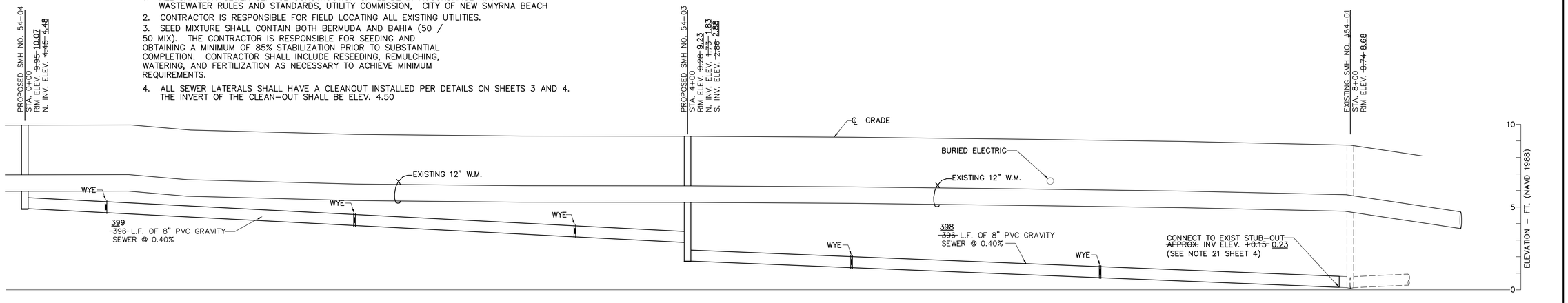
⑦ STA. 6+43 5'LT
- 1 1/2" ASPHALT MILLINGS
- 1 1/2" – 6" SHELL
- 6" – 1' DARK BROWN SAND
- 1' – 2' TAN BROWN SAND
- 2' – 6 1/2' ORANGE SAND
- 6 1/2' COQUINA
- WATER TABLE NOT ENCOUNTERED

⑧ STA. 7+43 5'LT
- 1 1/2" ASPHALT MILLINGS
- 1 1/2" – 6" SHELL
- 6" – 1' BROWN SAND
- 1' – 2' TAN BROWN SAND
- 2' – 4' ORANGE SAND
- 4' COQUINA
- WATER TABLE NOT ENCOUNTERED



PLAN
HORIZ.: 1"=30

NOTE:
1. ALL SANITARY SEWER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH WASTEWATER RULES AND STANDARDS, UTILITY COMMISSION, CITY OF NEW SMYRNA BEACH
2. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING ALL EXISTING UTILITIES.
3. SEED MIXTURE SHALL CONTAIN BOTH BERMUDA AND BAHIA (50 / 50 MIX). THE CONTRACTOR IS RESPONSIBLE FOR SEEDING AND OBTAINING A MINIMUM OF 85% STABILIZATION PRIOR TO SUBSTANTIAL COMPLETION. CONTRACTOR SHALL INCLUDE RESEEDING, REMULCHING, WATERING, AND FERTILIZATION AS NECESSARY TO ACHIEVE MINIMUM REQUIREMENTS.
4. ALL SEWER LATERALS SHALL HAVE A CLEANOUT INSTALLED PER DETAILS ON SHEETS 3 AND 4. THE INVERT OF THE CLEAN–OUT SHALL BE ELEV. 4.50



SEWER MAIN PROFILE
HORIZ.: 1"=30 VERT.: 1"=3

RECORD DRAWING
12/05/12
NOTE: AS–BUILT INFORMATION PROVIDED BY THE CONTRACTOR.

NO.	DATE	REVISION	BY

AIRPORT ENGINEERING CO., INC.
3612 McLEAN AVE.
ROCKLEDGE, FLORIDA 32955
Tel. 321–633–3034
E–MAIL aec633@yahoo.com
Brian Pendleton, P.E. 23722
Robert F. Robb, P.E. 55645
CERT. OF AUTHORIZATION 7633

NEW SMYRNA BEACH
MUNICIPAL AIRPORT
CITY OF NEW SMYRNA BEACH
NEW SMYRNA BEACH, FLORIDA

HANGAR 1996 SEWER IMPROVEMENTS

SEWER PLAN AND PROFILE

AIP NO. 3–12–0046–0054–14–2010 | FDOT ITEM NO. 418486

DATE 2–12

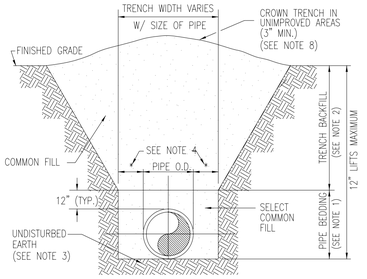
AEC JOB NO. 1108

REVISION DATES (SEE DESCRIPTION AT LEFT)
R1 R4
R2 R5
R3 R6

DWG. NO. 1108–SEWER.DWG

SHT. 2 OF 4

1070

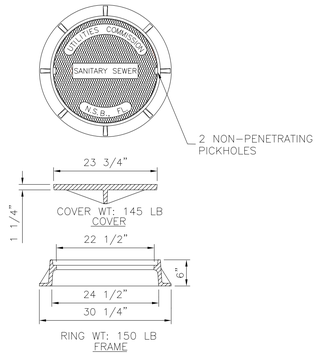


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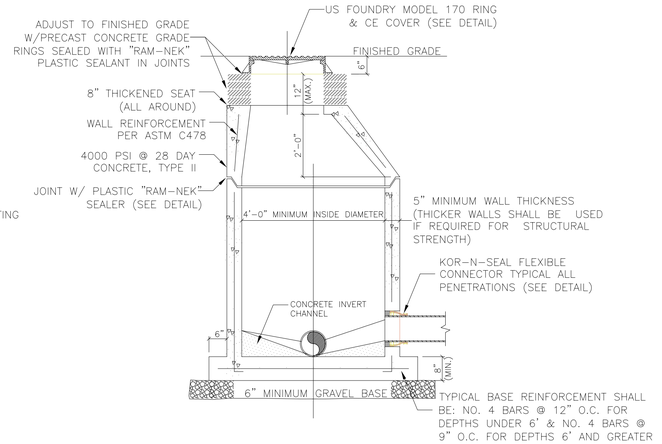
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW FOR SEWERS.
7. REFER TO SPECIFICATIONS FOR SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH SPECIFICATIONS. ROAD SURFACE RESTORATION SHALL COMPLY WITH SPECIFICATIONS.

PIPE BEDDING DETAILS TYPE "B"
N.T.S.

NOTE: TYPE "B" BEDDING IS ACCEPTABLE WHERE BOTTOM OF TRENCH IS IN SANDY SOIL. TYPE "A" BEDDING IS REQ'D WHERE BOTTOM OF TRENCH IS IN ROCK.

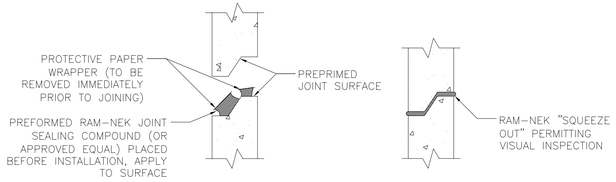


MANHOLE COVER - USF MODEL 170 RING & CE COVER
NTS UCNSB 11/09



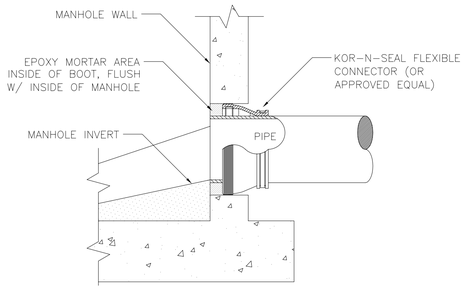
SECTION - STANDARD MANHOLE
NTS UCNSB 11/09

NOTE: 6"& 8" SANITARY SEWER PIPE SHALL BE PVC GASKETED PUSH-ON JOINT ASTM D-3034 DR-35. SEALS SHALL COMPLY WITH ASTM D-3212.

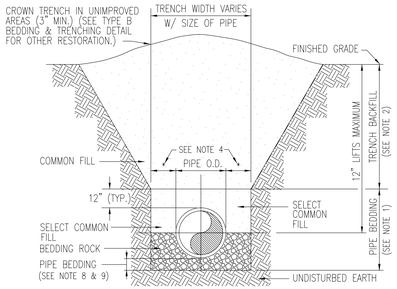


APPLICATION OF SEALANT CLOSED JOINT

JOINT SEAL
NTS UCNSB 11/09



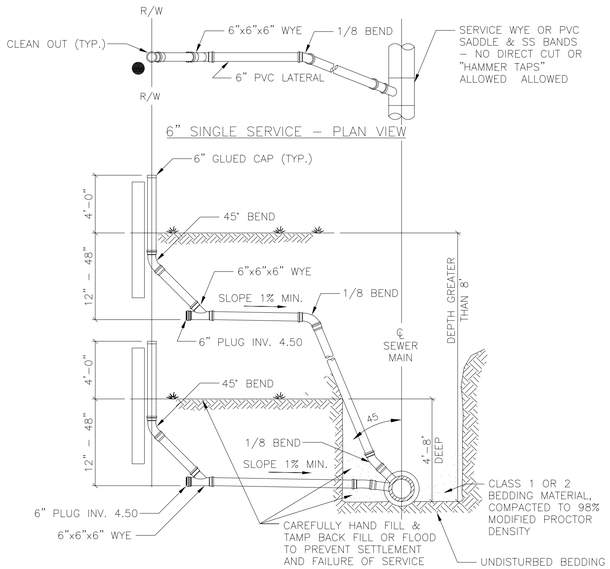
FLEXIBLE MANHOLE PIPE CONNECTION
NTS UCNSB 11/09



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. USE TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE ENGINEER.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW FOR SEWERS.
7. REFER TO SPECIFICATIONS FOR SHEETING AND BRACING IN EXCAVATIONS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING, IF REQUIRED BY THE ENGINEER. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
9. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

PIPE BEDDING DETAILS TYPE "A"
N.T.S.



6" SINGLE SERVICE - PLAN VIEW

SERVICE - ELEVATION
(6" SINGLE SERVICE SHOWN)

SINGLE AND DOUBLE SEWER LATERAL
NTS UCNSB 11/09

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER	WATER MAIN 3 FT MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM, EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN 12 INCHES PREFERRED 6 INCHES MINIMUM	ALTERNATE 3 FT MINIMUM WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER	WATER MAIN 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM, EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM WATER MAIN
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10 FT MINIMUM		

NOTE:

1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO F.A.C. RULE 62-555.314, THE UC REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FT VERTICALLY ON CROSSINGS AND 3 FT PARALLEL.

UTILITY SEPARATION
NTS UCNSB 11/09

NO.	DATE	REVISION	BY

AIRPORT ENGINEERING CO., INC.
3612 McLEAN AVE.
ROCKLEDGE, FLORIDA 32955
Tel. 321-633-3034
E-MAIL aec633@yahoo.com
Brian Pendleton, P.E. 23722
Robert F. Robb, P.E. 55645
CERT. OF AUTHORIZATION 7633

NEW SMYRNA BEACH MUNICIPAL AIRPORT
CITY OF NEW SMYRNA BEACH
NEW SMYRNA BEACH, FLORIDA

HANGAR 1996 SEWER IMPROVEMENTS

SEWER DETAILS

FDOT ITEM NO. 420860

DATE 2-12

REVISION DATES (SEE DESCRIPTION AT LEFT)
R1 R4
R2 R5
R3 R6

AEC JOB NO. 1108

DWG. NO. 1108-SEWER.DWG

SHT. 3 OF 4

1074

GENERAL NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES (UNDERGROUND AND OVERHEAD) PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY UTILITY CONFLICTS SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. ALL CONSTRUCTION AND SITE PRACTICES SHALL COMPLY WITH THE NEW SMYRNA BEACH AND THE UTILITY COMMISSION REQUIREMENTS.

3. CONSTRUCTION SHALL BE PERFORMED BY A LICENSED UTILITY CONTRACTOR

4. INSPECTIONS SHALL BE CALLED IN TO THE CITY OF NEW SMYRNA BEACH BUILDING DEPT. AS WELL AS THE UTILITY COMMISSION.

5. CONTRACTOR IS ENCOURAGED TO PHOTOGRAPH OR VIDEO ALL EXISTING CONDITIONS. ANY DAMAGE TO EXISTING R.O.W. INCLUDING PAVEMENT, SIDEWALKS, SWALES, AND OTHER IMPROVEMENTS SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING PUBLIC ROADWAY, CURBS, GUTTERS, SIDEWALKS, DRAINAGE SYSTEMS, AND UTILITIES AS A DIRECT RESULT OF NEW CONSTRUCTION. ROAD IMPROVEMENTS SUCH AS BUT NOT LIMITED TO RESURFACING MAY BE REQUIRED.

7. FOR PROJECT BENCHMARK INFORMATION, SEE PLAN.

8. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DISTURBED AREAS EITHER ON OR OFF SITE WHICH HAVE BEEN DISTURBED. AT THE COMMENCEMENT OF THE PROJECT, CONTRACTOR SHALL NOTIFY ENGINEER IF EXISTING DISTURBED AREAS EXIST WHICH WERE NOT CAUSED BY CONSTRUCTION ACTIVITIES.

9. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE CONSTRUCTION PLANS AND EXISTING SITE CONDITIONS SO HE IS PREPARED TO PROVIDE AN ALL INCLUSIVE BID. THE SCOPE OF WORK AND GENERAL SITE REQUIREMENTS ARE OUTLINED WITHIN THE CONSTRUCTION DOCUMENTS. THEREFORE IT WILL BE THE CONTRACTORS RESPONSIBILITY TO ADJUST HIS BID PRICE TO REFLECT ALL NECESSARY WORK WHETHER DIRECTLY SHOWN ON THE PLANS OR AS A NECESSARY TASK TO COMPLETE AN ITEM SHOWN ON THE PLAN. THIS WORK WILL BE SUCCESSFULLY COMPLETED WITHOUT ADDITIONAL COSTS TO THE OWNER.

10. EXISTING AND PROPOSED UTILITIES ARE TO BE PROTECTED BY THE CONTRACTOR UNTIL THE PROJECT IS ACCEPTED. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

11. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANYS A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.

12. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST REVISIONS AND APPROVED PLANS FROM THE DESIGN FIRM.

13. THE CONTRACTOR SHALL FIELD VERFIY ALL DIMENSIONS AND/OR SITE CONDITIONS AND REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.

14. THE CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION. INCLUDING BUT NOT LIMITED TO A SEPTIC TANK CLOSURE THROUGH THE VOLUSIA COUNTY HEALTH DEPARTMENT. APPLICATION AND PERMIT FEES ARE REIMBURSABLE ITEMS.

15. THE CONTRACTOR SHALL INCLUDE IN THE BID THE PROPER CLOSURE OF THE EXISTING SEPTIC TANK AND DRAIN FIELD. CLOSURE REQUIREMENTS SHALL MEET THE REQUIREMENTS OF VOLUSIA COUNTY HEALTH DEPARTMENT.

16. BY SUBMITTING A BID FOR THE PROJECT, CONTRACTOR ACKNOWLEDGES THAT INCLUDED WITH THE BID ARE COSTS ASSOCIATED WITH COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA). THE BID PRICES SHALL INCLUDE COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT AND OSHA GUIDELINES.

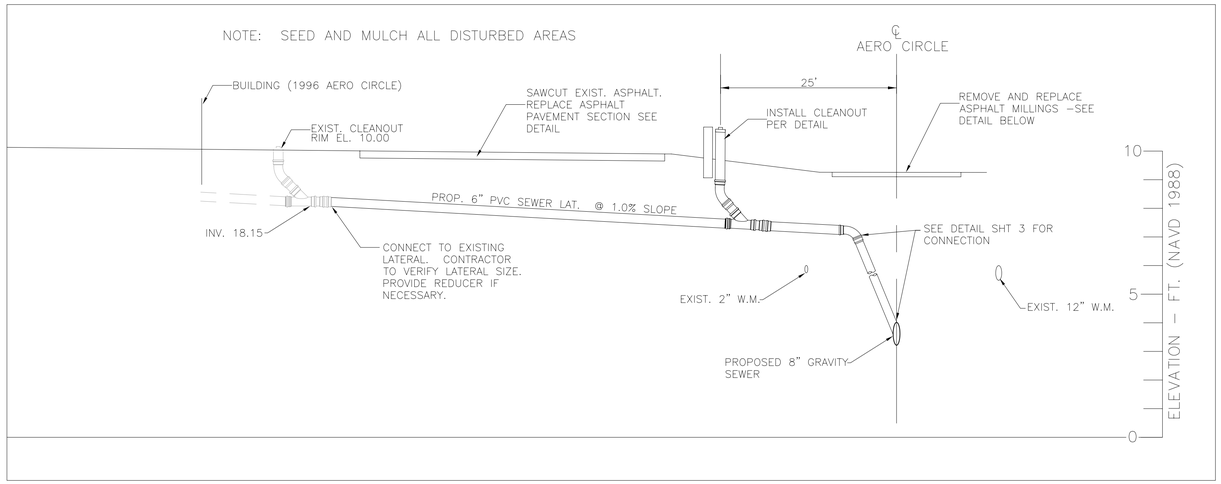
17. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ANY NECESSARY DEWATERING AND/OR CONSUMPTIVE USE PERMITS PRIOR TO CONSTRUCTION.

18. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-DEVELOPMENT CONDITIONS. ALL SOD WITHIN THE R.O.W. SHALL BE COMMON BERMUDA GRASS. SOD REPLACED OUTSIDE OF R.O.W. WILL MATCH EXISTING GRASS.

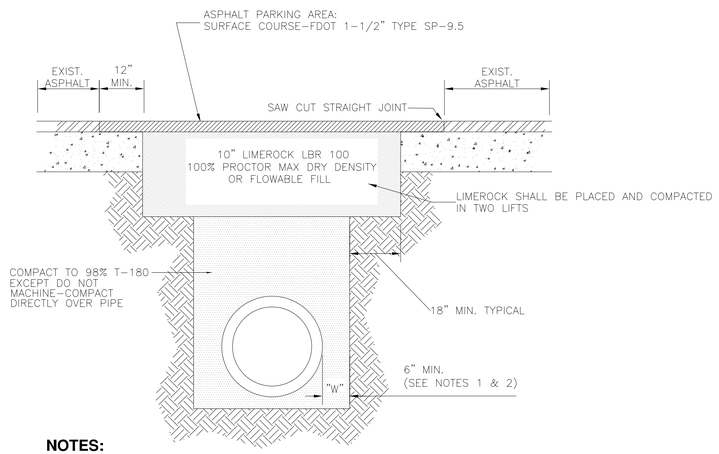
19. CONTRACTOR SHALL VERIFY AND LOCATE ALL PROTECTED TREES PRIOR TO CONSTRUCTION. FLAGGING OF THE TREE AND INSTALLATION OF A PROTECTIVE BARRIER SHALL BE INPLACE PRIOR TO CLEARING ACTIVITIES. PROTECTION OF TREES IS MANDATORY THROUGHOUT CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACEMENT OF ANY TREE WHICH IS DAMAGED BY HIMSELF OR A SUBCONTRACTOR.

20. UNLESS OTHERWISE NOTED CONTRACTOR SHALL LAY 18" SOD ADJACENT TO ALL HARD SURFACES (IE BLDG, PAVEMENT, SIDEWALKS, ETC.) AND ALL SLOPES 4:1 AND GREATER. SOD AT SLOPES SHALL EXTEND 3 FEET BEYOND THE TOP OF BANK. ALL OTHER DISTURBED AREAS SHALL BE SEED AND MULCHED.

21. PRIOR TO ORDERING NEW MAHOLES, CONTRACTOR SHALL FIELD VERIFY THE INVERT ELEVATION OF THE EXISTING MANHOLE. NOTIFY THE ENGINEER IN THE EVENT THE SOUTH INVERT OF THE EXISTING MANHOLE IS IN ERROR.



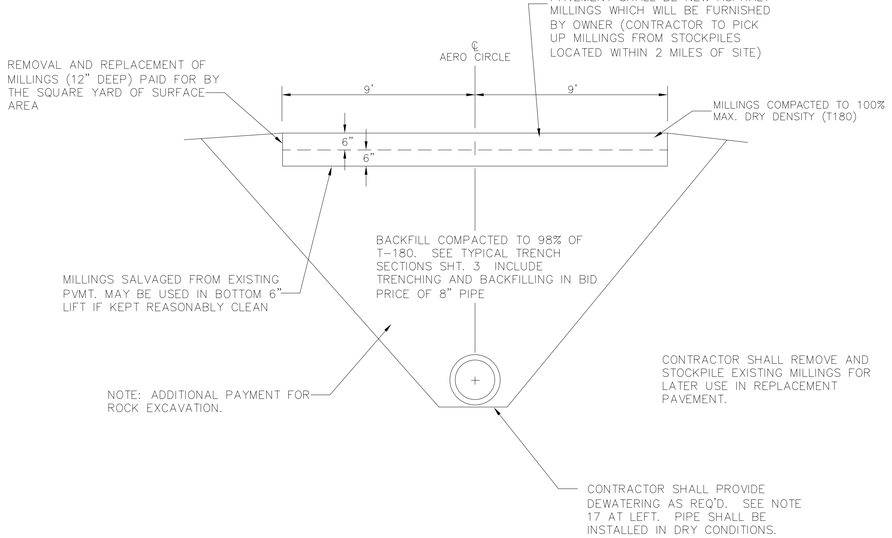
SEWER LATERAL PROFILE
1"=10' HORIZONTAL



NOTES:

1. "W" SHALL BE A MINIMUM OF 6" WIDE AND OF SUFFICIENT WIDTH TO ACCOMMODATE NECESSARY COMPACTION EFFORTS. IN THE EVENT THE REQUIRED MINIMUM DENSITY IS NOT ACHIEVED, LOOSE MATERIAL SHALL BE REMOVED, REPLACED AND COMPACTED TO THE REQUIRED DENSITY, OR REPLACED WITH FULL DEPTH FLOWABLE FILL. DENSITY TESTS BELOW THE SPRING LINE OF THE PIPE ARE REQUIRED IN ADDITION TO OTHER TESTING REQUIREMENTS (IN THE EVENT FULL DEPTH FLOWABLE FILL IS USED AS BACKFILL, DENSITY REQUIREMENTS ARE WAIVED).
2. MINIMUM ALLOWABLE BACKFILL DENSITY SHALL BE 98% OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE PER AASHTO T-180.
3. FLOWABLE FILL SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 121, LATEST EDITION.
4. THESE ARE MINIMUM REQUIREMENTS. ADDITIONAL RESTRICTIONS MAY BE NECESSARY ON A CASE BY CASE BASIS, AS APPROVED BY THE ROADWAY AUTHORITY.
5. CONTRACTOR SHALL EXCAVATE BOTTOM OF TRENCH TO ALLOW FOR BELL SECTION OF PIPE.
6. ASPHALT GRADATION SHALL BE AN APPROVED F.D.O.T. MIX.

ASPHALT OPEN-CUT / REPLACEMENT DETAIL
(ASPHALT PARKING LOT ONLY)



AERO CIRCLE - ASPHALT MILLING REPLACEMENT SECTION

GRAVITY SEWER TESTING:

1. CONTRACTOR SHALL PROVIDE THE NECESSARY EQUIPMENT AND ASSIST THE ENGINEER AND AGENCIES IN PERFORMING A DEFLECTION TEST. NO PIPE SHALL DEFLECT MORE THAN 5%. tESTING SHALL BE IN ACCORDANCE WITH CURRENT ASTM SPECIFICATIONS.
2. THE CONTRACTOR SHALL CONDUCT A LEAKAGE / INFILTRATION TEST IN THE PRESENCE OF THE ENGINEER AND AGENCIES. LEAKAGE SHALL NOT EXCEED 200 GAL PER INCH OF PIPE DIAMETER PER MILE PER DAY. EXFILTRATION / INFILTRATION TEST SHALL BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET. AIR TESTING SHALL CONFORM TO THE TERSTING PROCEDURES DESCRIBED IN ASTM F-1417.

NO.	DATE	REVISION	BY

AIRPORT ENGINEERING CO., INC.
3612 McLEAN AVE.
ROCKLEDGE, FLORIDA 32955
Tel. 321-633-3034
E-MAIL aec633@yahoo.com
Brian Pendleton, P.E. 23722
Robert F. Robb, P.E. 55645
CERT. OF AUTHORIZATION 7633

NEW SMYRNA BEACH MUNICIPAL AIRPORT

CITY OF NEW SMYRNA BEACH
NEW SMYRNA BEACH, FLORIDA

HANGAR 1996 SEWER IMPROVEMENTS

SEWER DETAILS

FDOT ITEM NO. 420860

DATE 2-12

AEC JOB NO. 1108

REVISION DATES (SEE DESCRIPTION AT LEFT)
R1 R4
R2 R5
R3 R6

DWG. NO. 1108-SEWER.DWG

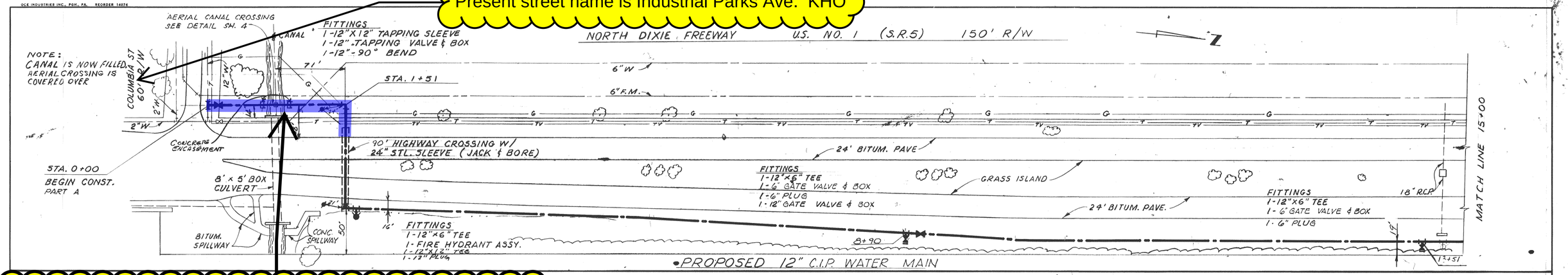
SHT. 4 OF 4

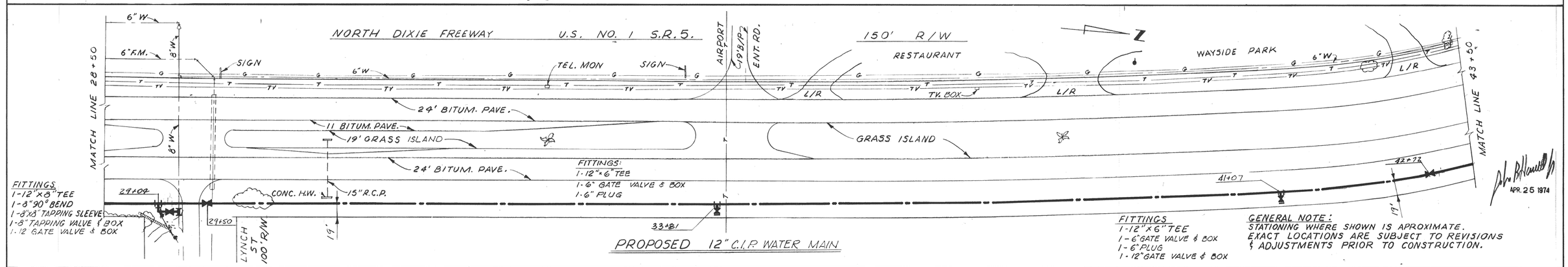
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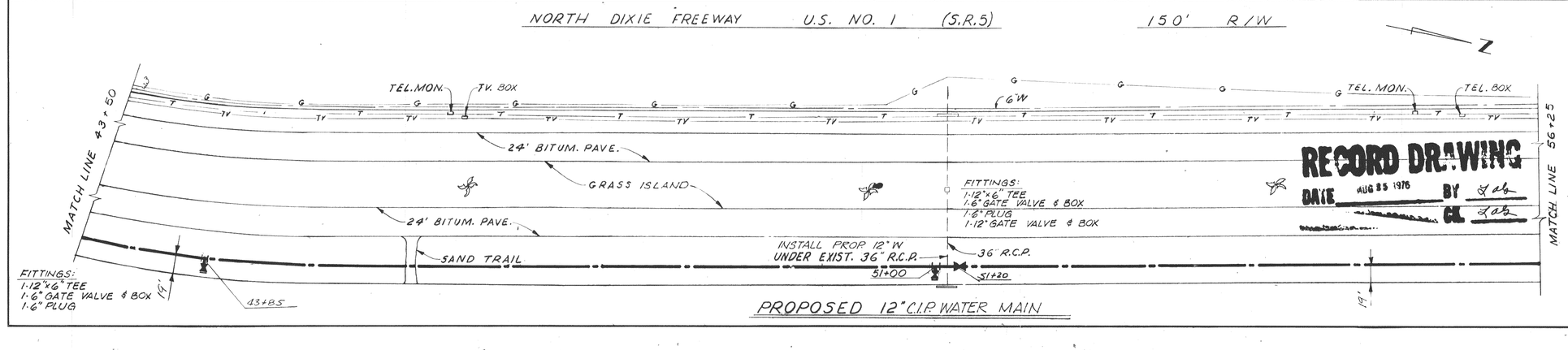
Present street name is Industrial Parks Ave. KHO

A 20.0' utilities easement is required and center over the existing 12" watermain (highlighted in blue). The existing 12" watermain must be physically field located and survey in order to draft the new utilities easement legal description and sketch. KHO

OCE INDUSTRIES INC., PGH., PA. REORDER 14074







HUD PROJECT WS FLA 313

NO.	DATE	DESCRIPTION	BY	CKD.
		REVISIONS		
△	10-75	RECORD DWGS	LAG	LAG

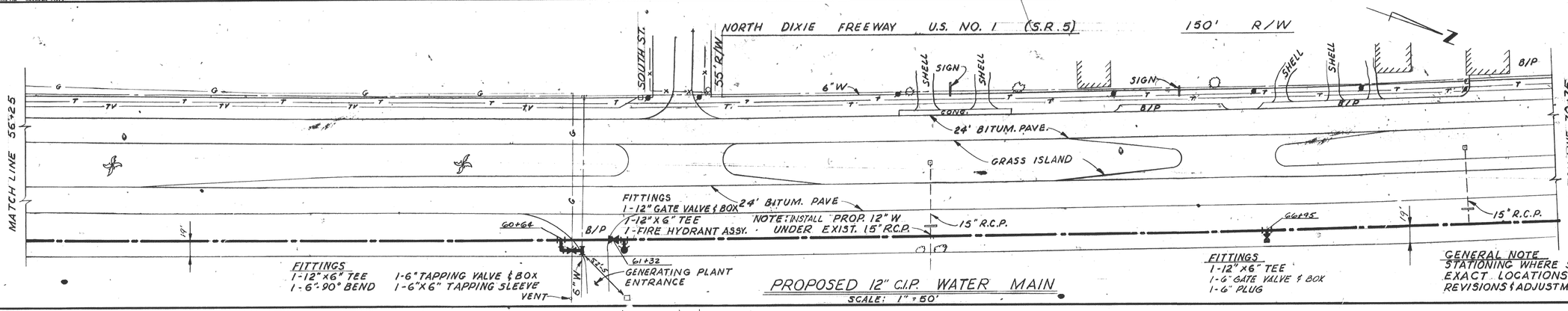
RUSSELL & AXON
Engineers — Planners — Architects
DAYTONA BEACH, FLORIDA

WATER WORKS IMPROVEMENTS
PART A
12" WATER MAIN

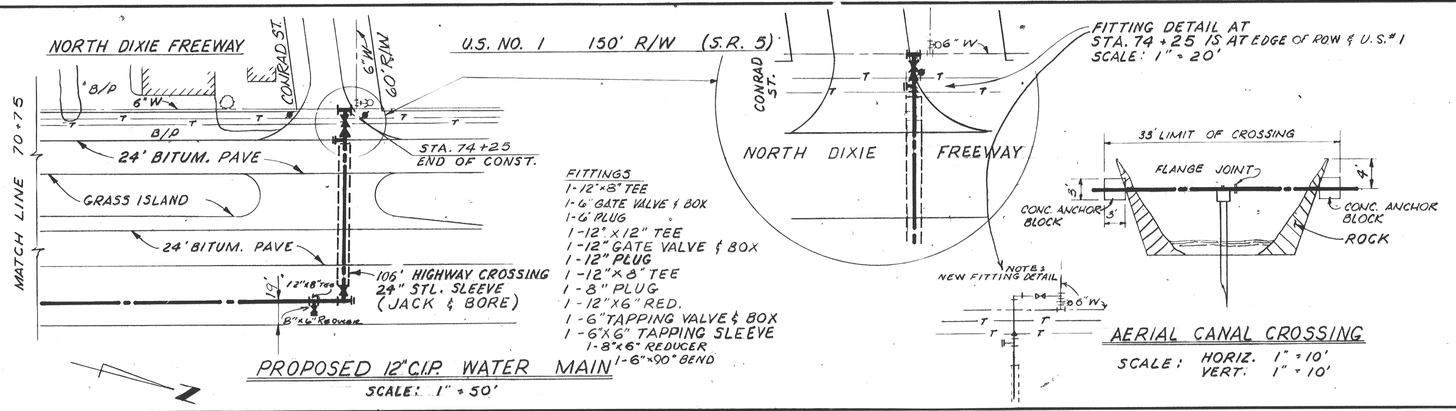
NEW SMYRNA BEACH FLORIDA

DESIGNED BY SYT	FILE No. 7158-5	SEAL: JOHN B. HARRELL JR. CERTIFICATE No 6298 STATE OF FLORIDA REGISTERED ENGINEER
DRAWN BY W.H.B.	SHEET No. 3 OF 14 SHEETS	
CHECKED BY JBH SYT		
DATE APRIL 1974	SCALE: 1" = 50'	

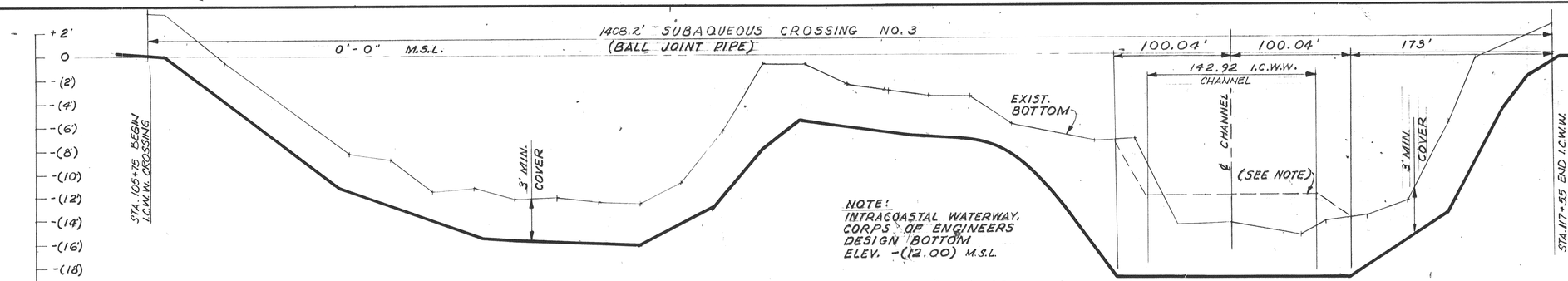
OCE INDUSTRIES INC., PSM., PA. RECORDER 14074



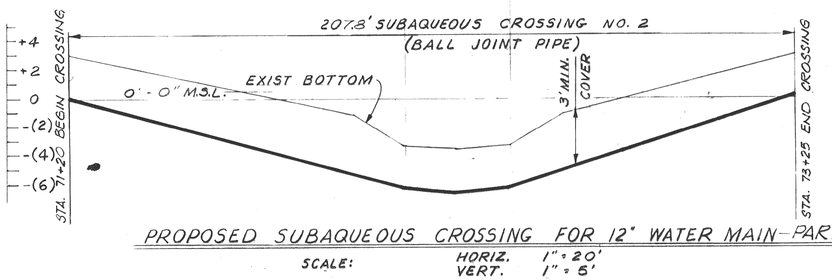
PROPOSED 12" C.I.P. WATER MAIN
SCALE: 1" = 50'



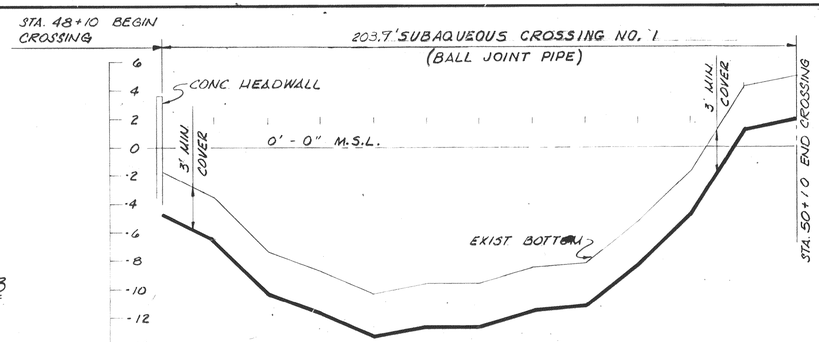
PROPOSED 12" C.I.P. WATER MAIN
SCALE: 1" = 50'



PROPOSED SUBAQUEOUS CROSSING FOR 12" WATER MAIN, PART B
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



PROPOSED SUBAQUEOUS CROSSING FOR 12" WATER MAIN-PART B
SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'



PROPOSED SUBAQUEOUS CROSSING FOR 12" WATER MAIN-PART B
SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'

RECORD DRAWING
DATE AUG 25 1976 BY Lab
CIL Lab

APR. 25 1974

HUD PROJECT WS FLA 313

NO.	DATE	REVISIONS DESCRIPTION	BY	CKD.
1	10-75	RECORD DWGS	LAG	LAG

RUSSELL & AXON
Engineers — Planners — Architects
DAYTONA BEACH, FLORIDA

WATER WORKS IMPROVEMENTS
PART A & PART B
12" WATER MAIN & SUBAQUEOUS CROSSING DETAILS
NEW SMYRNA BEACH FLORIDA

DESIGNED BY	SYT
DRAWN BY	WHB/RLB
CHECKED BY	MAM. SYT
DATE	APRIL, 1974
FILE No.	7158-5
SHEET No.	4 OF 14 SHEETS
SCALE:	AS SHOWN

SEAL
JOHN B. HARRELL CERTIFICATE No. 6298 REGISTERED

"AS-BUILT"

~~CONSTRUCTION DRAWINGS~~

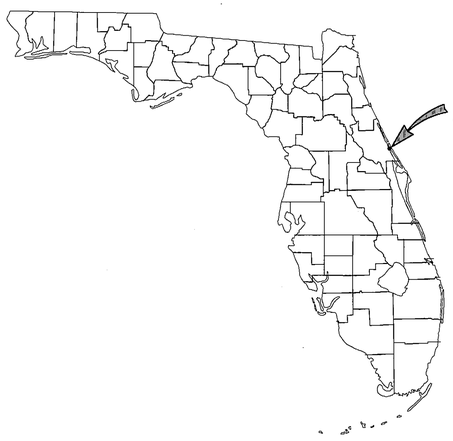
FOR

UTILITIES COMMISSION

CITY OF NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER

12" WATER MAIN EXTENSION



LOCATION MAP

NO SCALE

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH

INDEX OF DRAWINGS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LOCATION MAP AND GENERAL NOTES
3	WATER MAIN PLAN
4	WATER MAIN PLAN
5	WATER MAIN PLAN
6	WATER MAIN PLAN
7	SATNDARD DETAILS

MAY 10 2002

W.O. #61-2-13347-20-0116W

RECORD DRAWING

U.C. PROJECT NO. 01752-05

ENRIQUE A. TORRENS, P.E. #33379
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ORIGINALLY SIGNED AND SEALED

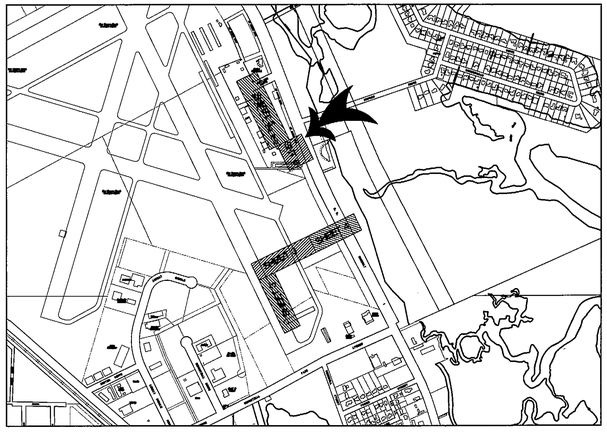
NEW SMYRNA BEACH, FLORIDA

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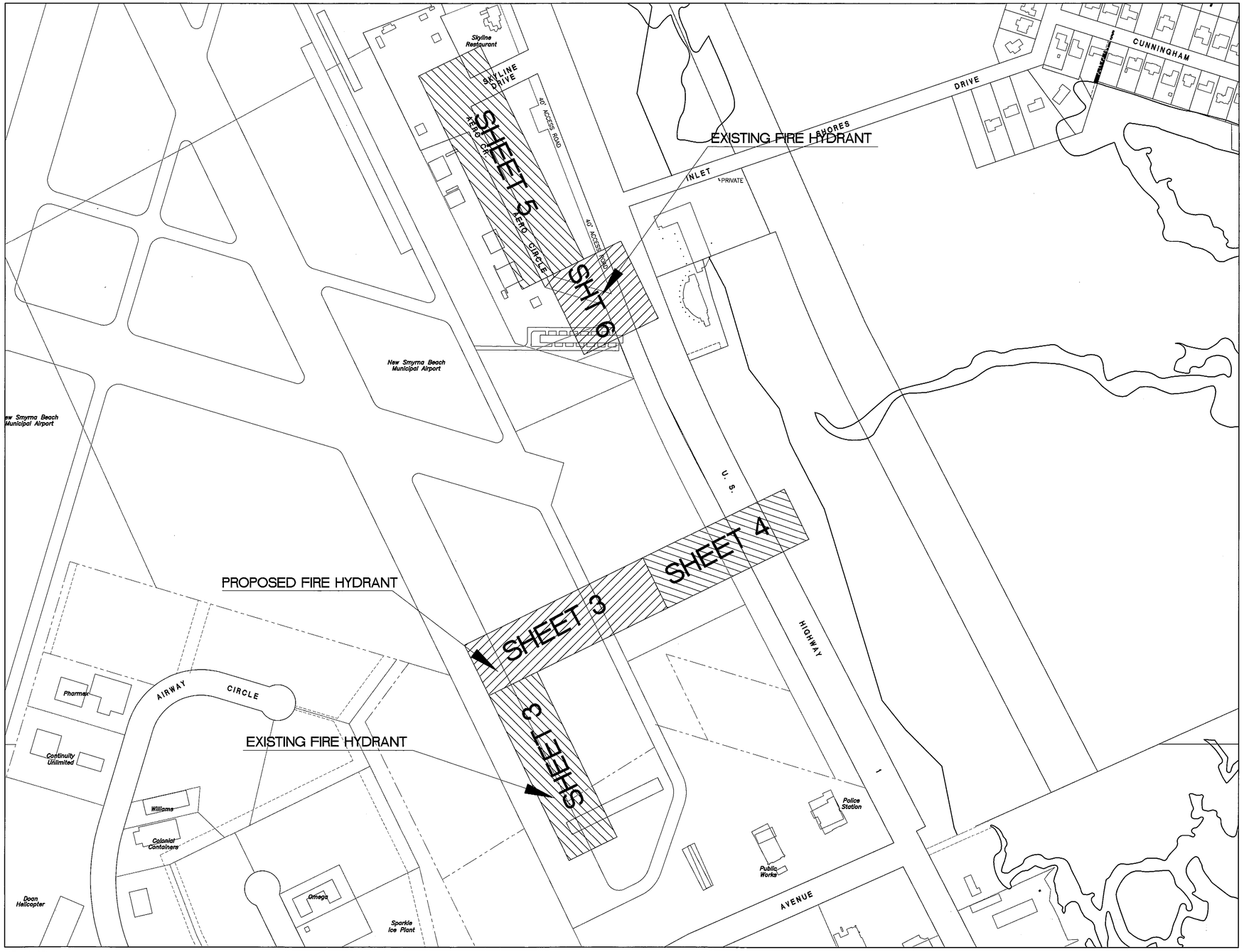
SHEET_#

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "WATER SERVICE RULES AND REGULATIONS MANUAL", UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
2. PIPE SHALL BE AWWA C-900, DR 18 UNLESS OTHERWISE NOTED. ALL DUCTILE IRON PIPE SHALL MEET AWWA C151/A21.51-96.
3. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 30 INCHES.
4. ALL PIPE SHALL BE PRESSURE TESTED AND LEAK TESTED IN ACCORDANCE WITH AWWA STANDARDS, MANUAL M-23.
5. WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C-651.
6. MAINTAIN A MINIMUM VERTICAL SEPARATION OF 18 INCHES AND MINIMUM HORIZONTAL SEPARATION OF 10 FEET FROM ALL SANITARY AND STORM SEWERS. WHERE THE MINIMUM SEPARATION CANNOT BE MAINTAINED, THE WATER MAIN SHALL BE ENCASED IN CONCRETE OR BE D.I.P.
7. ALL PIPING SHALL BE RESTRAINED IN ACCORDANCE WITH THRUST BLOCK DETAILS SHOWN ON THESE PLANS.
8. ALL PIPE SHALL BE STAMPED BY THE NATIONAL SANITATION FOUNDATION (NSF) FOR POTABLE WATER USE.
9. DEFLECT PIPE AS NECESSARY AT DITCH CROSSINGS TO MAINTAIN COVER.
10. THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND FACILITIES PRIOR TO EXCAVATION.
11. UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM UTILITY MAPS PROVIDED BY THE OWNERS. CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS TO FIELD LOCATE ALL UNDERGROUND UTILITIES AT LEAST 72 HOURS PRIOR TO CONSTRUCTION.
12. LOCATION OF EXISTING STRUCTURES, EQUIPMENT, ROADWAY, TREES, GROUND AND OTHER TOPOGRAPHIC FEATURES ARE BASED ON ENGINEERING DEPT. FIELD LOCATIONS AS WELL AS SURVEY DATA AS COMPILED BY DANIEL W. CORY SURVEYOR, INC. ACCURACY OF THESE FIELD LOCATED ITEMS IS NOT GUARANTEED.
13. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN ALL UTILITIES WITHIN THE CONSTRUCTION AREA.
14. CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS AND PAY ALL COSTS FOR THE RELOCATION OF ANY EXISTING ELECTRIC OR TELEPHONE FACILITY (BURIED CABLE, POLES, ANCHORS, PEDESTALS, ETC.) WHICH ARE SHOWN ON THE PLANS TO BE RELOCATED OR WHICH CANNOT BE ADEQUATELY PROTECTED DURING CONSTRUCTION OF THE PIPELINE FACILITIES.
15. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE RELOCATION OF ALL EXISTING UTILITIES THAT FALL WITHIN THE LIMITS OF EXCAVATION FOR THE PIPELINE AND PAY ALL COSTS CONNECTED THEREWITH.
16. ALL ROAD CROSSINGS ARE TO BE OPEN CUT EXCEPT WHERE OTHERWISE SHOWN ON THE DRAWINGS. MAINTAIN AT LEAST ONE LANE OF TRAFFIC OPEN AT ALL TIMES WITH FLAGMEN FOR TRAFFIC CONTROL.
17. CONTRACTOR SHALL AVOID ENCROACHMENT ONTO PRIVATE PROPERTY AND MAINTAIN CONSTRUCTION WITHIN LIMITS OF CONSTRUCTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF DISTURBED MATERIAL (INCLUDING DRIVEWAYS, SIDEWALKS, MAILBOXES, VEGETATION AND SIGNAGE) TO EQUAL OR BETTER CONDITION AS PRIOR TO CONSTRUCTION.
19. WHEN USING SCALED DATA, CONSIDER THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE DURING REPRODUCTION.



LOCATION MAP
N.T.S.



KEY MAP

SCALE: 1" = 200'

AS-BUILT DRAWING

RECORD DRAWING

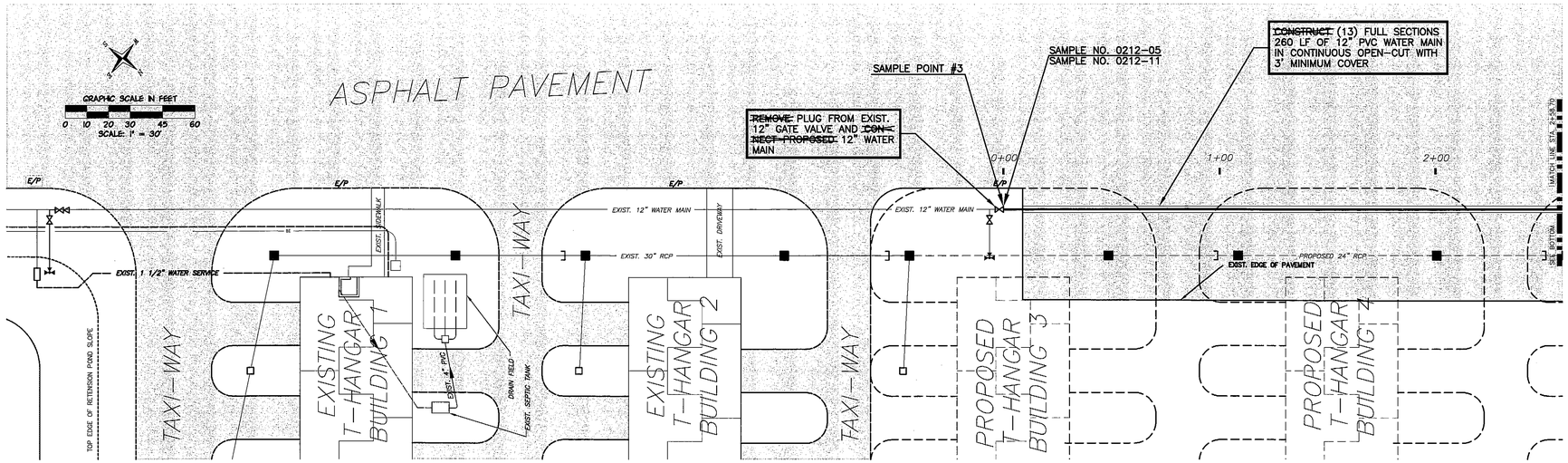
ENRIQUE A. TORRENS, P.E. #33379
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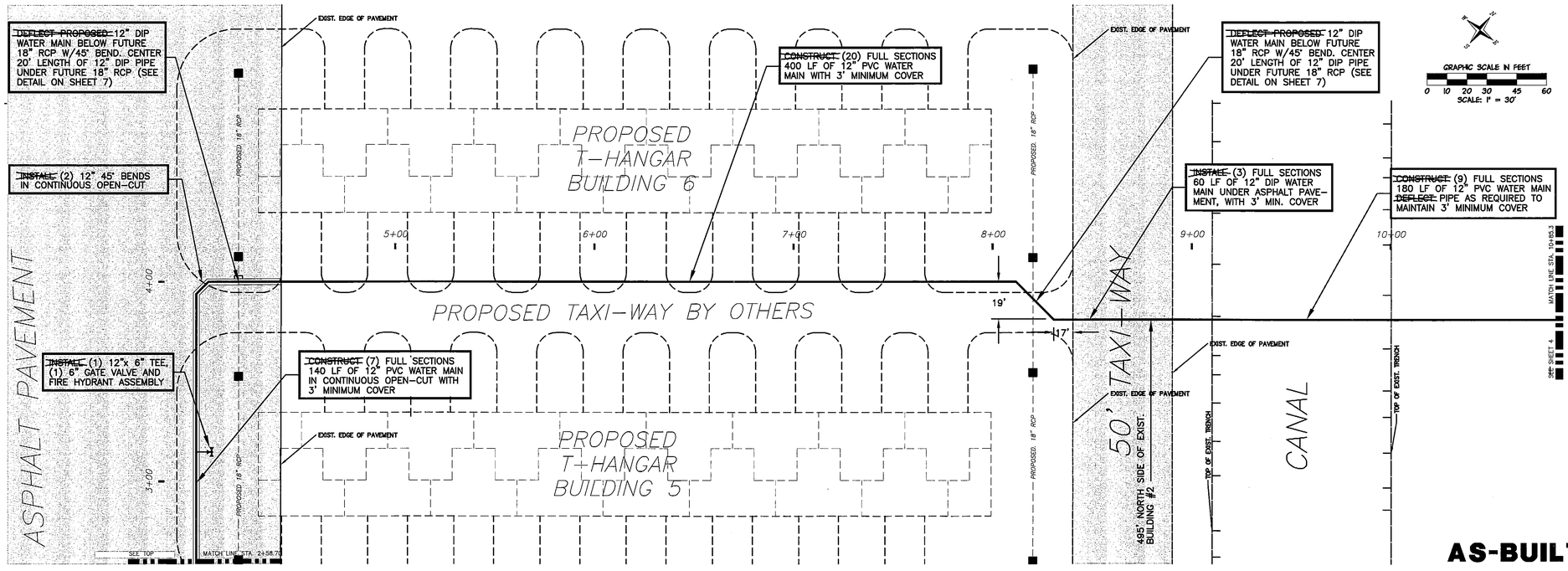
REVISIONS		
REV: Δ	DATE:	BY:

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER
12" WATER MAIN EXTENSION
LOCATION MAP & GENERAL NOTES

DWN: T. SAXON	SCALE: AS NOTED	SHEET 2 OF 7
CKD: E. TORRENS	DATE: 5/10/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
CAD FILE: 01110102	ISSUED:	





AS-BUILT DRAWING

RECORD DRAWING

12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
SB
MAIL

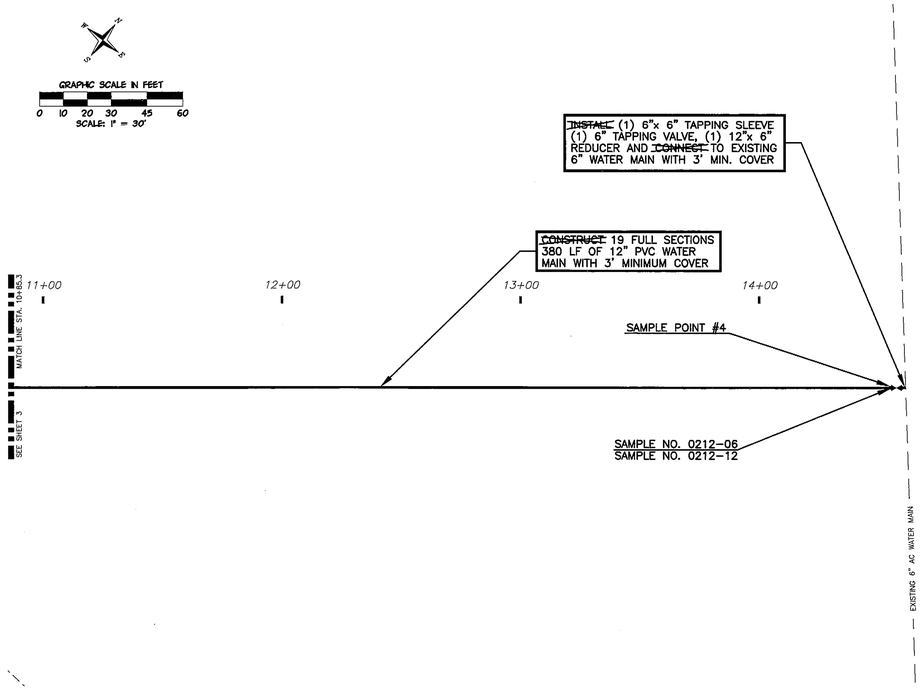
ENRIQUE A. TORRENS, P.E. #33379
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

REV.	DATE:	BY:	REVISIONS

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER
12" WATER MAIN EXTENSION
WATER MAIN PLAN

DWN: T. SAXON	SCALE: 1"=30'	SHEET 3 OF 7
CKD: E. TORRENS	DATE: 5/17/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
CAD FILE: 01110103	ISSUED:	



12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
+SB
MAIL

ENRIQUE A. TORRENS, P.E. #33379
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

AS-BUILT DRAWING

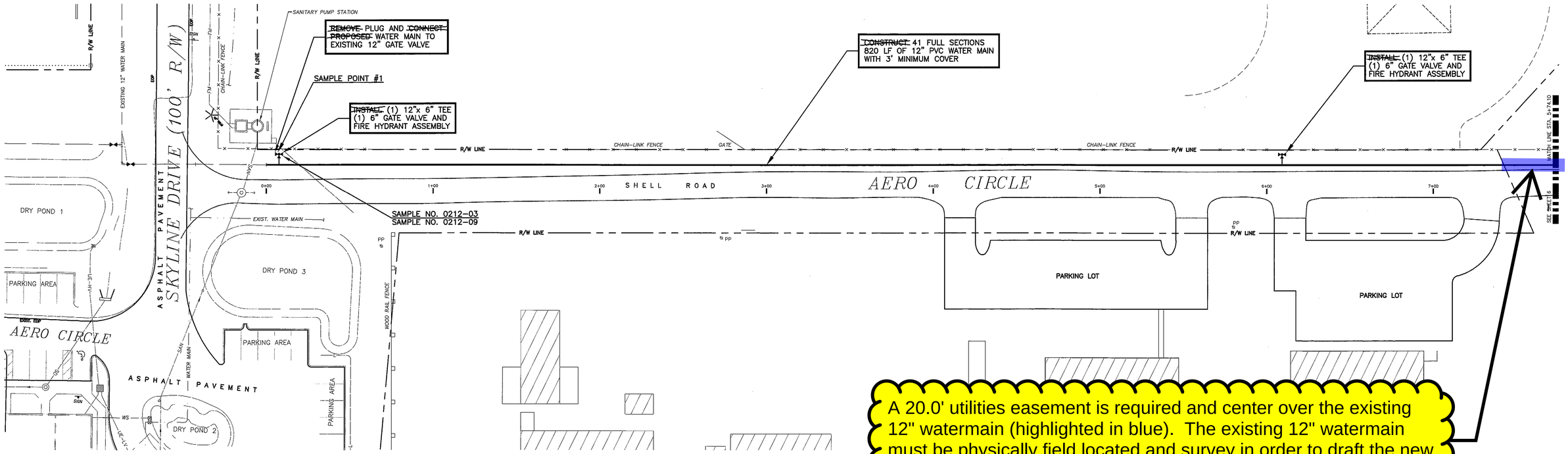
RECORD DRAWING

REV.	DATE:	BY:	REVISIONS

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER
12" WATER MAIN EXTENSION
WATER MAIN PLAN

DWN: T. SAXON	SCALE: 1"=30'	SHEET 4 OF 7
CKD: E. TORRENS	DATE: 5/17/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
CAD FILE: 01110103	ISSUED:	



A 20.0' utilities easement is required and center over the existing 12" watermain (highlighted in blue). The existing 12" watermain must be physically field located and survey in order to draft the new utilities easement legal description and sketch. KHO

12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
*SB
MAIL

ENRIQUE A. TORRENS, P.E. #33379
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

AS-BUILT DRAWING

RECORD DRAWING

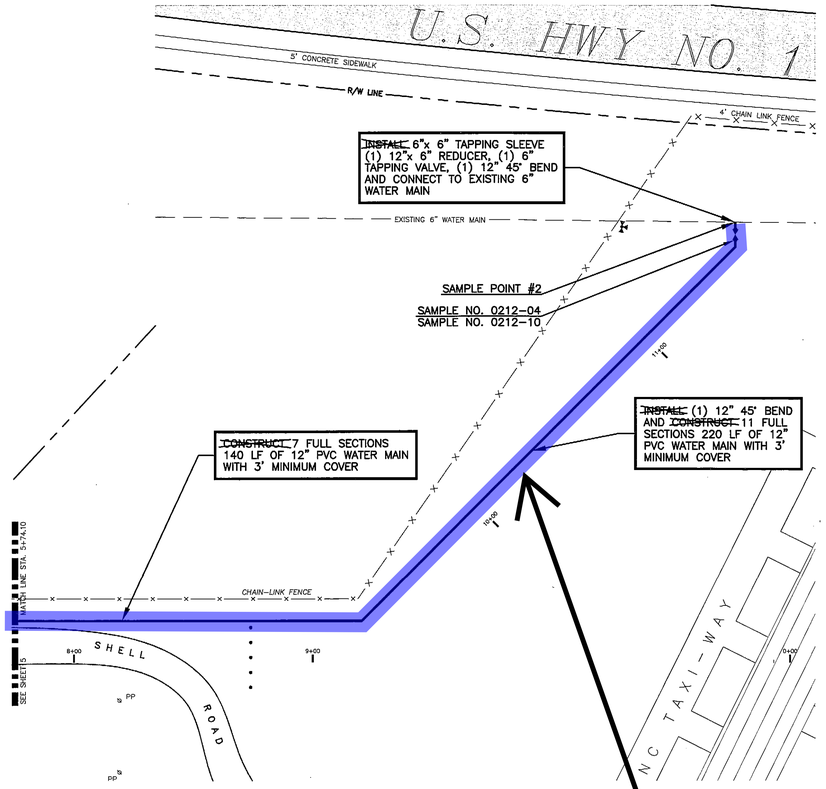
REVISIONS

REV.	DATE:	BY:

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER
12" WATER MAIN EXTENSION
WATER MAIN PLAN

DWN: T. SAXON	SCALE: 1"=30'	SHEET 5 OF 7
CKD: E. TORRENS	DATE: 5/17/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
CAD FILE: 01110103	ISSUED:	



12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
SB
MAIL

ENRIQUE A. TORRENS, P.E. #33379
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

AS-BUILT DRAWING

RECORD DRAWING

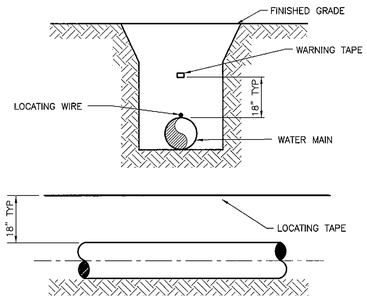
REVISIONS

REV.	DATE:	BY:

UTILITIES COMMISSION
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NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER
12" WATER MAIN EXTENSION
WATER MAIN PLAN

DWN: T. SAXON	SCALE: 1"=30'	SHEET 6 OF 7
CKD: E. TORRENS	DATE: 5/17/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
CAD FILE: 01110103	ISSUED:	

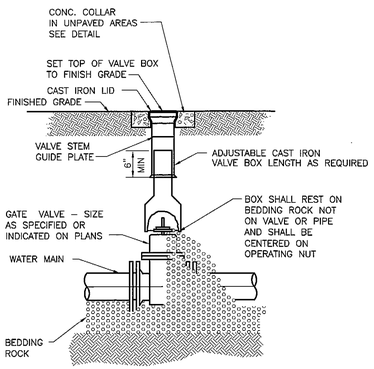


NOTES:

1. ALL PIPE SHALL REQUIRE LOCATING WIRE CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.

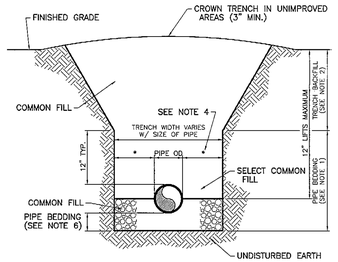
PIPE LOCATING TAPE DETAIL

N.T.S. 11/25/02



DETAIL GATE VALVE AND BOX

NTS

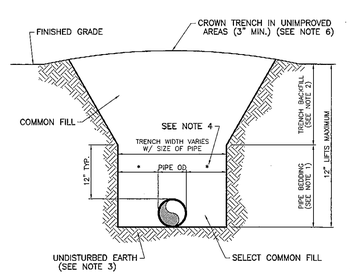


NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. USE OF TYPE A BEDDING TO BE DETERMINED IN THE FIELD, AS DIRECTED BY THE ENGINEER.
4. (*): 15" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN TRENCH DURING CONSTRUCTION.
6. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH APPLICABLE REGULATION OF GOVERNING AGENCIES AND THESE DRAWINGS.
8. REFER TO SPECIFICATIONS FOR SHEETING AND BRACING REQUIREMENTS.

TYPE A BEDDING & TRENCHING DETAIL

N.T.S.

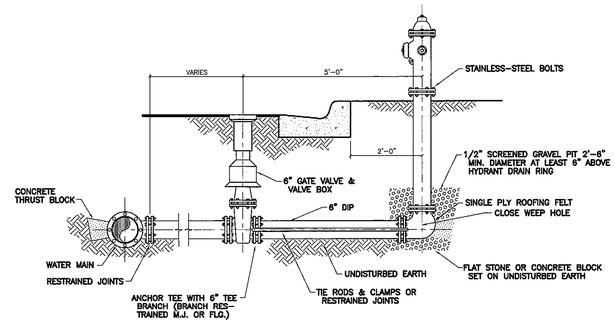


NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER.
4. (*): 15" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN TRENCH DURING CONSTRUCTION.
6. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH APPLICABLE REGULATION OF GOVERNING AGENCIES AND THESE DRAWINGS.
7. REFER TO SPECIFICATIONS FOR SHEETING AND BRACING REQUIREMENTS.

TYPE B BEDDING & TRENCHING DETAIL

N.T.S.

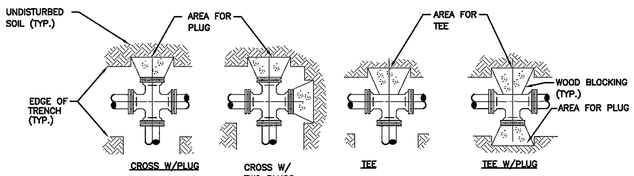


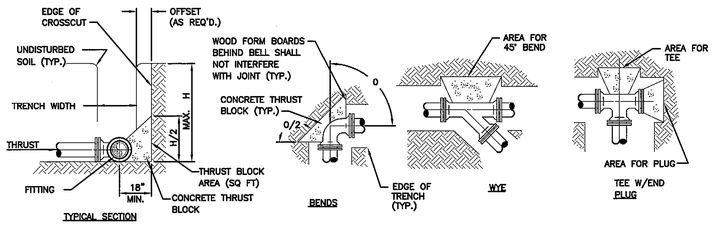
NOTE:

HYDRANT WILL BE "MUELLER SUPER CENTURION 200" WITH 5 1/4" BARREL, TRAFFIC TYPE (BREAKAWAY)

FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.





THRUST BLOCK NOTES

1. THRUST BLOCKS MAY BE USED FOR PIPE AND FITTINGS EQUAL TO AND SMALLER THAN 12".
2. THRUST BLOCK BEARING AREAS SHALL BE POURED AGAINST UNDISTURBED MATERIAL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND TO UNDISTURBED MATERIAL.
3. EXTEND THRUST BLOCK FULL LENGTH OF FITTINGS. PUT BOARD IN FRONT OF PLUG BEFORE POURING CONCRETE. JOINT SHALL NOT BE COVERED BY THRUST BLOCK. FITTINGS SHALL BE PROTECTED BY POLYETHYLENE FILM (8MIL) PRIOR TO PLACING CONCRETE THRUST BLOCK.
4. ROUGH BLOCKING FORMS SHALL BE USED ALONG SIDES OF THRUST BLOCKS, AS REQUIRED
5. THRUST BLOCKS SHALL BE USED IN COMBINATION, AS REQUIRED, TO SUIT THE SPECIFIC FITTING ARRANGEMENT.
6. ALTERNATE DESIGNED RESTRAINING SYSTEMS SHALL BE PROVIDED WHERE STANDARD THRUST BLOCKING IS NOT SUITABLE AND/OR SOIL RESISTANCE BEARING IS LESS THAN 2000 PSF. THESE TABLES SHOW MINIMUM SIZE THRUST BLOCKS FOR GOOD SOIL WITH A 2000 PSF SOIL BEARING (A-1 THROUGH A-3 CLEAN SAND AND GRAVELS).
7. POOR SOIL (A-4 THROUGH A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT) WILL REQUIRE LARGER THRUST BLOCKS.
8. ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE
9. BEARING AREA OF THRUST BLOCK SHALL BE A MINIMUM OF 2 SQ. FT. OR AS DETERMINED BY T/2000, WHICHEVER IS GREATER.
10. ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE
11. THRUST BLOCKS SHALL HAVE A MINIMUM DIMENSION OF 18" TO UNDISTURBED SOIL.

SCHEDULE FOR THRUST BLOCK AREAS						
PIPE SIZE (INCHES)	90 BEND (SQ FT)	45 BEND (SQ FT)	22-1/2 BEND (SQ FT)	11-1/4 BEND (SQ FT)	TEE & PLUG (SQ FT)	DESIGN PRESS (PSI)
4	2.0	2.0	2.0	2.0	2.0	150
6	3.0	2.0	2.0	2.0	2.1	150
8	5.3	2.9	2.0	2.0	3.8	150
10	8.3	4.5	2.3	2.0	5.9	150
12	12.0	6.5	3.3	2.0	8.5	150

NOTE: THRUST BLOCK AREAS COMPUTED ON BASIS OF 2000 LBS. PER SQ FT SOIL RESISTANT BEARING. SEE NOTE 6

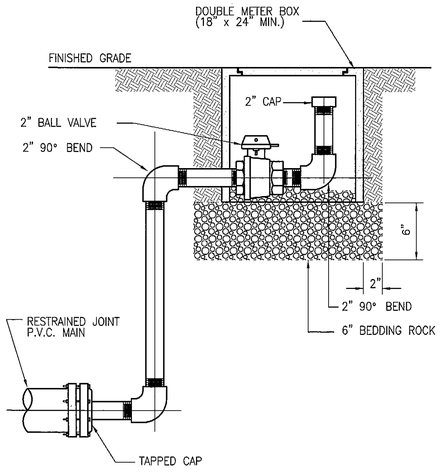
SCHEDULE FOR THRUST BLOCK VOLUMES						
PIPE SIZE (INCHES)	90 BEND (CU YD)	45 BEND (CU YD)	22-1/2 BEND (CU YD)	11-1/4 BEND (CU YD)	TEE & PLUG (CU YD)	DESIGN PRESS (PSI)
4	0.11	0.11	0.11	0.11	0.11	150
6	0.17	0.11	0.11	0.11	0.12	150
8	0.29	0.16	0.11	0.11	0.21	150
10	0.46	0.25	0.13	0.11	0.33	150
12	0.67	0.36	0.18	0.11	0.47	150

RESTRAINED JOINT NOTES

1. RESTRAINED JOINTS ARE REQUIRED FOR PIPE AND FITTINGS LARGER THAN 12". RESTRAINED JOINTS MAY BE USED FOR PIPE AND FITTINGS EQUAL TO AND SMALLER THAN 12" AT THE CONTRACTORS OPTION AND FOR NO ADDITIONAL COMPENSATION.
2. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
3. IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED
4. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" 2ND ED., 1989 AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS.

   WORKING PRESSURE 150 P.S.I.
   SOIL DESIGNATION SAND-SILT
   LAYING CONDITION TYPE 4
   MINIMUM DEPTH 2.5 FEET

   IF CONDITIONS ARE ENCOUNTERED WHICH DIFFER FROM THE ABOVE, THE CONTRACTOR MUST SUBMIT THRUST RESTRAINT CALCULATIONS TO THE ENGINEER FOR APPROVAL.
5. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO GREATER THAN SHOWN IN THE TABLE
6. ALL EXPOSED TIE RODS SHALL HAVE (2) COATS OF KOPPERS 505 TNEMEC 46-450 OR EQUAL, 15 MILS EACH COAT.



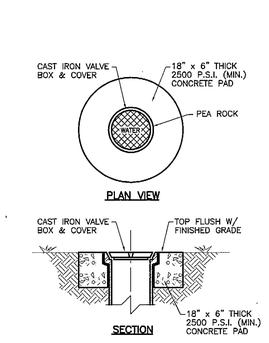
NOTE:
ALL 2" PIPE AND FITTINGS SHALL BE SCHEDULE 40 GALVANIZED STEEL OR BRASS WITH THREADED (NPT) JOINTS.

SECTION BLOWOFF VALVE

SCALE: 1/2"=1'-0"

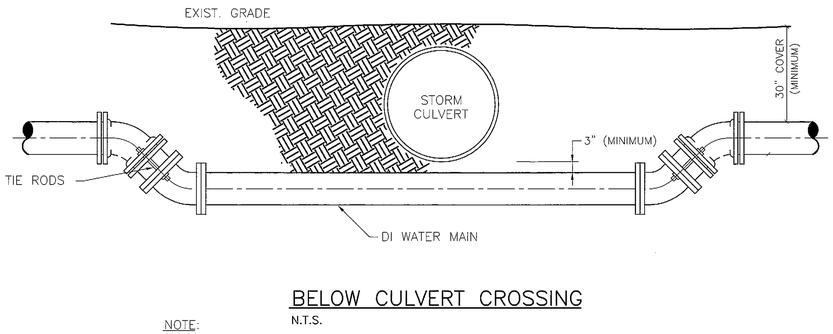
RESTRAINED JOINTS											
PIPE SIZE (INCHES)	LENGTH (FT) TO BE RESTRAINED								TIE ROD DATA ***		
	11-1/4°		22-1/2°		45°		90°		BOLTS- STUDS	SIZE	
	BARE *	POLY **	BARE *	POLY **	BARE *	POLY **	BARE *	POLY **			
4	2	2	4	4	8	9	20	22	TWO RODS	3/4	
6	3	3	6	6	11	13	28	31	TWO RODS	3/4	
8	3	4	7	8	15	17	35	40	TWO RODS	3/4	
10	4	5	8	10	18	20	42	48	TWO RODS	3/4	
12	5	5	10	11	20	23	49	55	THREE RODS	3/4	
14	5	6	11	12	23	26	55	63	THREE RODS	3/4	
16	6	7	12	14	25	29	62	70	THREE RODS	3/4	
18	7	7	13	15	28	32	67	76	FOUR RODS	3/4	
20	7	8	15	16	30	34	73	82	FIVE RODS	3/4	
24	8	9	17	19	35	39	83	94	SIX RODS	3/4	
30	10	11	19	22	40	45	97	110	SIX RODS	1	

* APPLICABLE TO BARE OR DUCTILE IRON PIPE
** APPLICABLE TO PVC OR POLYWRAPPED PIPE
*** APPLICABLE TO DUCTILE IRON, FOR PVC USE UNIFLANGE
**** NOTE: IN-LINE VALVES, TEES, (BRANCH), AND DEAD ENDS SHALL BE RESTRAINED SAME AS A 90° BEND



DETAIL-VALVE COLLAR

N.T.S.

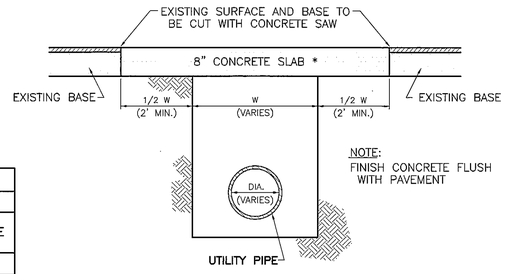


BELOW CULVERT CROSSING

N.T.S.

NOTE:

THRUST BLOCKS - PROVIDE RESTRAINED JOINT FITTINGS.



NOTE:
FINISH CONCRETE FLUSH WITH PAVEMENT

BACKFILL TRENCH WITH SUITABLE MATERIAL AND TAMP MATERIAL IN LAYERS NOT TO EXCEED 8" IN ACCORDANCE WITH STATE ROAD DEPARTMENT STANDARD SPEC-IFICATIONS

* 3500 LB/SQ. IN. CONCRETE, BY USE OF HIGH EARLY STRENGTH CEMENT, TO BE USED FOR REPLACEMENT

OPEN CUT ROAD PATCH

N.T.S.

- TABLE FOR 150 PSI PIPE - REDUCERS - REQUIRED LENGTH OF RESTRAINED PIPE AT LARGE SIDE (FT)*														
DIAMETER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"	48"	54"
4"		44	79	108	134	159									
6"			46	81	113	141	166								
8"				44	82	115	144	171	196						
10"					45	84	117	147	175	226					
12"						45	84	118	149	204	274				
14"							45	84	118	179	254				
16"								44	83	151	232				
18"									44	119	207				
20"										83	180	258	324		
24"											115	207	281	345	
30"												114	204	280	349
36"													110	201	282
42"														108	203
48"															112

* A MINIMUM OF ONE LENGTH OF PIPE SHALL BE RESTRAINED ON THE SMALL SIDE.

RESTRAINED JOINTS FOR REDUCERS

RECORD DRAWING

AS-BUILT DRAWING

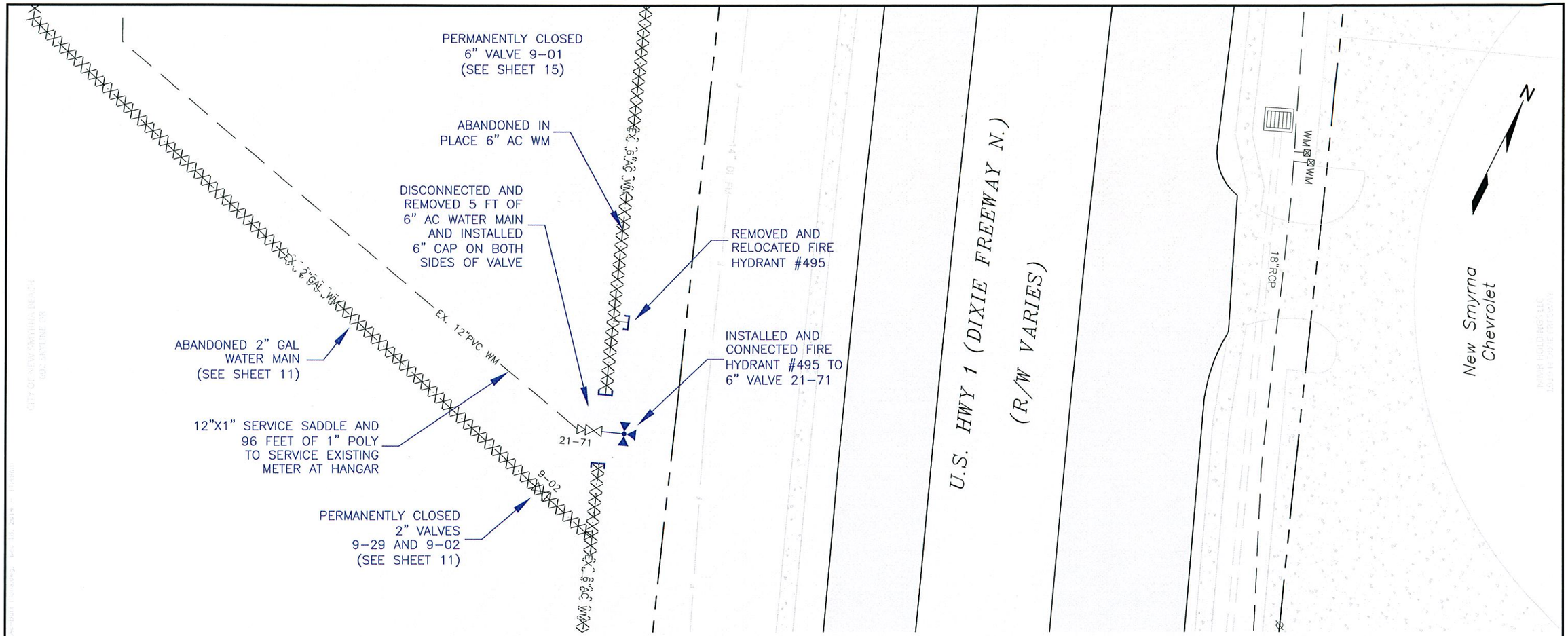
ENRIQUE A. TORRENS, P.E. #33379
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

REV.	DATE:	BY:	REASONS
1			

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

NSB COMMERCIAL HANGER
12 WATER MAIN EXTENSION
STANDARD DETAILS

DWN: T. SAXON	SCALE: AS NOTED	SHEET 7 OF 7
CKD: E. TORRENS	DATE: 5/10/02	U.C. PROJECT NO. 01752-05
APP: E. TORRENS	REF:	
CAD FILE: 01110104	ISSUED:	



AS-BUILT
12/18/2014

GRAPHIC SCALE IN FEET

0 10 20 30 45 60

SCALE: 1" = 30'

D. Hale
DANA N. HALE
12/18/2014
DATE

ENGINEERING INFORMATION

ENGINEER OF RECORD: DANA N. HALE
LICENSE NUMBER: 69973
NAME AND ADDRESS OF BUSINESS:
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
200 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
CERTIFICATE OF AUTHORIZATION NUMBER: N/A

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

SECTION F
NORTH LOOP WATER MAIN IMPROVEMENTS
U.S. 1

DWN: J. SCHWADRON	SCALE: 1"=30'	SHEET 14 OF 18
CKD: D. HALE	DATE: 02/21/2014	
APP: D. WAINSCOTT	REF:	
CAD FILE: 12110315	ISSUED:	

10" 12" 16" WATER LINE
6" " "
2" " "

FIRE HYDRANT

VALVE

REVISIONS		
REV.	DATE	BY
1	7-6-82	TJS

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FL.

SYSTEM WATER LINE MAPS

SECTION 9

DWN. RLW	SCALE 1"= 200	REV. 0	SH. 12 OF 40
CKD.	REF.		
APP.			WC-100
DATE 1-14-82			

Scale 1" = 200'

1" 200' 200
scale 0 200 400
feet

907 27 26 28 29 25 906 908 23 24 22 30 904 903 927 928 926 471 924 923 922 921 920 340 274 909 910 911 113 912 914 915 916 917 918 919 32 33 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 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2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 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To whom it may concern,

The access roads established decades ago on the east side business park of the New Smyrna Beach Airport are currently hindering growth and development. The highlighted areas are roads that are not included in the future development plans approved by the Federal Aviation Administration (FAA). Vacating these roads would allow our staff to open up land for development, thereby enhancing the $241 million economic impact that the airport provides. This development will also meet the public need for quality space to accommodate corporate aircraft owned by local residents and businesses.

V/R

Jacob Cosat, MBA
New Smyrna Beach Airport
602 Skyline Drive
New Smyrna Beach, FL 32168
P: (386)410-2680
www.nsbairport.com
www.cityofnsb.com

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 77-25 Vacating ROW - Skyline 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):

Ord 77-25 Vacating ROW - Skyline Dr.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).
By vacating this unopened ROW would allow the airport to construct a new building on the property, in the same location it a building previously was located, on platted ROW. This essentially "cleans up" the previous situation, in which a structure was constructed on a platted ROW, and will ideally foster future development at the airport.

ORDINANCE NO. 77-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH VACATING A PLATTED UNOPENED RIGHT-OF-WAY IN THE AIRPORT COMMERCIAL SUBDIVISION, GENERALLY LOCATED ON THE WEST SIDE OF NORTH DIXIE FREEWAY, NORTH AND SOUTH OF SKYLINE DRIVE; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jacob Cosat, Assistant Airport Manager, 602 Skyline Drive, New Smyrna Beach, Florida 32168, applicant on behalf of the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the vacation of a platted unopened right-of-way in the Airport Commercial Subdivision, generally located on the west side of North Dixie Freeway, north and south of Skyline Drive; and

WHEREAS, Section 70-36, City Code, requires that before adopting an ordinance vacating a street or alley, the City Commission shall pass a resolution expressing its intent to vacate the street or alley; and

WHEREAS, the City Commission, in accordance with Section 70-36, City Code, adopted Resolution No. 33-25 on October 14, 2025, expressing its intent to vacate a portion of platted unopened right-of-way on the west side of North Dixie Freeway, north and south of Skyline Drive; and

WHEREAS, the Planning and Zoning Board, at its meeting of September 8, 2025, by vote of 5-0 recommended that the City Commission approve the requested street vacation; and

WHEREAS, the City Commission deems it is in the best intérests of the citizens of the City of New Smyrna Beach to vacate a portion of the platted unopened right-of-way in the Airport Commercial Subdivision.

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

SECTION 1: ***Vacation.*** That the City Commission of the City of New Smyrna Beach, Florida hereby vacates a portion of the platted unopened right-of-way located in the Airport Commercial Subdivision. Said property is hereinafter described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance are hereby rescinded or repealed.

SECTION 3: ***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: 10/16/2025

EXHIBIT "A"

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

That portion of the 80-foot Access Street, AIRPORT COMMERCIAL SUBDIVISION, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida lying Northerly of "City Services Complex" parcel and lying Southerly platted 50-foot Access Road, Airport Commercial Re-Subdivision, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Northwesterly corner of Lot 17, said Airport Commercial Subdivision; thence South 26° 06' 56" East, along the Westerly line of Lots 9 through 17, inclusive, said Airport Commercial Subdivision, a distance of 850.91 feet to the Southwesterly corner of Lot 9, said Airport Commercial Subdivision; thence South 73° 21' 26" East, along the Southerly line of Lots 7 through 9, inclusive, said Airport Commercial Subdivision, a distance of 487.82 feet to the Southeasterly corner of Lot 7, said Airport Commercial Subdivision, said point being on the Westerly right of way of said platted 80-foot Access Street and for the Point of Beginning; thence 236.06 feet along the Westerly right of way of said 80-foot Access Street and along the arc of a curve to the right, said curve being non-tangent to the last described line and having a radius of 6395.50 feet, a central angle of 02° 06' 53" and a chord of 236.05 feet which bears North 22° 12' 23" West to a point of tangency; thence North 21° 08' 56" West, along the Westerly right of way of said 80-foot Access Street, a distance of 83.73 feet to the Southerly line of said Airport Commercial Re-Subdivision; thence South 73° 21' 26" East, along the Southerly line of said Airport Commercial Re-Subdivision, a distance of 101.23 feet to the Westerly right of way of U.S. Highway No. 1; thence South 21° 08' 56" East, along the Westerly right of way of U.S. Highway No.1, a distance of 21.69 feet to a point of curvature; thence 700.86 feet along the Westerly right of way of U.S. Highway No.1 and along the arc of a curve to the left, said curve having a radius of 6315.50 feet, a central angle of 06° 21' 30" and a chord of 700.50 feet which bears South 24° 19' 41" East to a point of tangency; thence South 27° 30' 26" East. along the Westerly right of way of U.S. Highway No.1, a distance of 1329.55 feet to the Northerly line of said "City Services Complex" parcel; thence North 73° 22' 26" West, along the Northerly line of said "City Services Complex" parcel, a distance of 111.50 feet to the Westerly right-of-way of said 80-foot Access Street; thence North 27° 30' 26" West, along the Westerly right-of-way of said 80-foot Access Street, a distance of 1251.89 feet to a point of curvature; thence 473.67 feet along the Westerly right-of-way of said 80-foot Access Street and along the arc of the curve to the right, said curve having a radius of 6395.50 feet, a central angle of 04° 14' 37" and a chord of 473.56 feet which bears North 25° 23' 08" West to the Point of Beginning. Containing 3.76 more or less.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. **This sketch is not an actual Boundary Survey.**
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 09/26/2024 **SEE PAGE 2 FOR SKETCH**

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

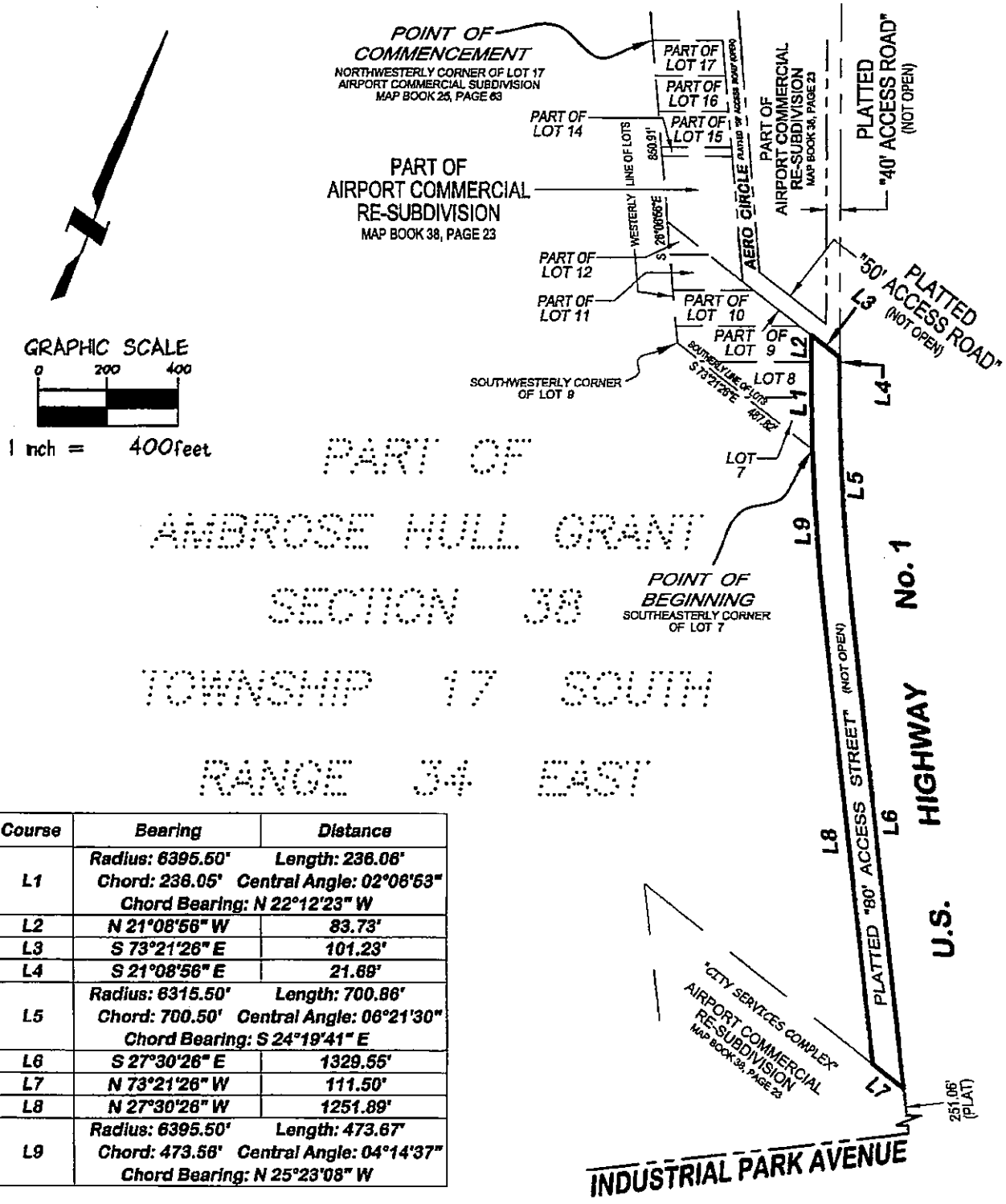
Signed: _____ Seal:

Jeffrey W. Cory, Professional Surveyor and Mapper License Number 4139

THIS SKETCH OF DESCRIPTION CONTAINS 3 PAGES
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access St. - SOUTH
Airport Commercial Sub.



Course	Bearing	Distance
L1	Radius: 6395.50' Chord: 236.05' Chord Bearing: N 22°12'23" W	Length: 236.06' Central Angle: 02°06'53"
L2	N 21°08'56" W	83.73'
L3	S 73°21'26" E	101.23'
L4	S 21°08'56" E	21.69'
L5	Radius: 6315.50' Chord: 700.50' Chord Bearing: S 24°19'41" E	Length: 700.86' Central Angle: 06°21'30"
L6	S 27°30'26" E	1329.55'
L7	N 73°21'26" W	111.50'
L8	N 27°30'26" W	1251.89'
L9	Radius: 6395.50' Chord: 473.56' Chord Bearing: N 25°23'08" W	Length: 473.67' Central Angle: 04°14'37"

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

THIS SKETCH OF DESCRIPTION CONTAINS 3 PAGES
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

Daniel W. Cory Surveyor, LLC
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access St. - SOUTH
Airport Commercial Sub.
Page 2 of 2

CAD FILE: 2409008A

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

A portion of a platted 50-foot Access Road and a portion of a platted 40-foot Access Road, AIRPORT COMMERCIAL RE-SUBDIVISION, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being described as follows: Commence at the Northwesterly corner of Lot 17, Airport Commercial Subdivision, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida; thence North 68° 51' 04" East, along the Northerly line of said Lot 17, a distance of 200.71 feet to Westerly line of a 50-foot Access Road, per said Airport Commercial Re-Subdivision; thence South 26° 06' 56" East, along the Westerly line of said 50-foot Access Road, a distance of 677.93 feet to the Southwesterly corner of 50-foot Access Roads, per said Airport Commercial Re-Subdivision; thence South 73° 21' 26" East, along the Southerly line of said 50-foot Access Road, a distance of 68.10 feet to the Southerly prolongation of the Easterly line of said 50-foot Access Road and for the Point of Beginning; thence North 26° 06' 56" West, along the Southerly prolongation of the Easterly line of said 50-foot Access Road, a distance of 68.10 feet to the Northeasterly corner of said 50-foot Access Roads; thence South 73° 21' 26" East, along the Northerly line of said 50-foot Access Road, a distance of 237.25 feet to the Northwesterly corner of the intersection of said 50-foot Access Road and 40-foot Access Road, said Airport Commercial Re-Subdivision; thence North 21° 08' 56" West, along the Westerly line of said 40-foot Access Road, a distance of 694.66 feet to the Easterly prolongation of the Southerly line of said Lot 17; thence North 68° 51' 04" East, along the Easterly prolongation of the Southerly line of said Lot 17, a distance of 40.00 feet to the Westerly right of way of U.S. Highway No. 1; thence South 21° 08' 56" East, along the Westerly right of way of U.S. Highway No. 1, a distance of 788.95 feet to the Southeasterly corner of the intersection of said 50-foot Access Road and said 40-foot Access Road; thence North 73° 21' 26" West, along the Southerly line of said 50-foot Access Road, a distance of 280.41 feet to the Point of Beginning. Containing 0.98 more or less.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. **This sketch is not an actual Boundary Survey.**
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 11/20/2024 **SEE PAGE 2 FOR SKETCH**

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

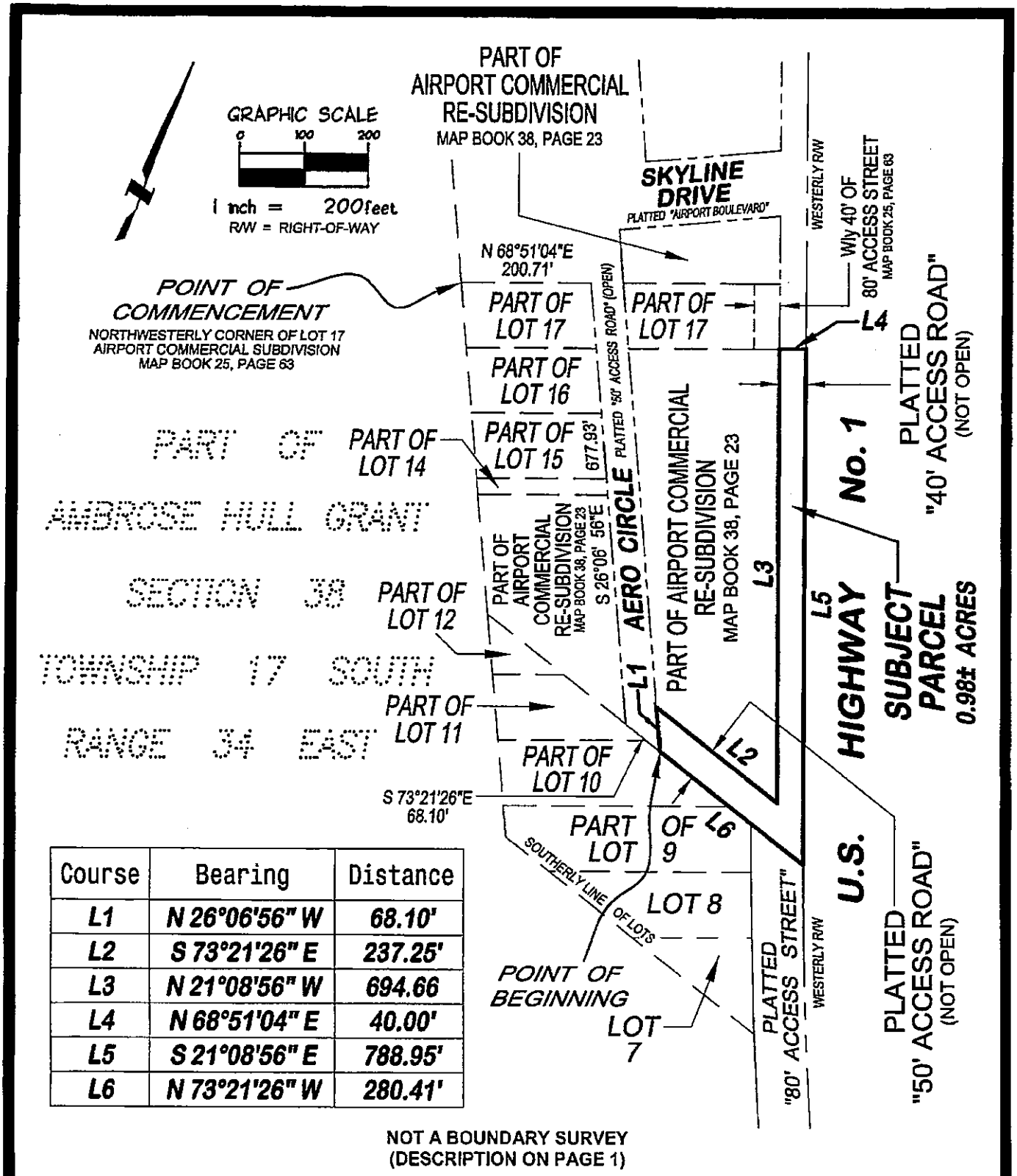
Signed: _____ Seal:

Jeffrey W. Cory
Professional Surveyor and Mapper License Number 4139

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Daniel W. Cory Surveyor, LLC
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300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-11-006
Part of Access Road - SOUTH
Airport Commercial Re-Sub.



Course	Bearing	Distance
L1	N 26°06'56" W	68.10'
L2	S 73°21'26" E	237.25'
L3	N 21°08'56" W	694.66
L4	N 68°51'04" E	40.00'
L5	S 21°08'56" E	788.95'
L6	N 73°21'26" W	280.41'

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

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FILE # 1068
Work Order #24-11-006
Part of Access Road - SOUTH
Airport Commercial Re-Sub.
Page 2 of 2

CAD FILE: 2411006

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

A portion of a platted 50-foot Access Road and a portion of a platted 40-foot Access Road, AIRPORT COMMERCIAL RE-SUBDIVISION, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being described as follows: Commence at the Northwesterly corner of Lot 17, Airport Commercial Subdivision, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida, said point being on the Westerly line of said Airport Commercial Re-Subdivision; thence North 26° 06' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 505.72 feet; thence North 68° 51' 04" East, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 288.53 feet for the Point of Beginning; thence North 21° 08' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 129.06 feet to a point of curvature; thence 387.33 feet along the Westerly line of said Airport Commercial Re-Subdivision and along the arc of a curve to the left, said curve having a radius of 2509.90 feet, a central angle of 08° 50' 31" and a chord of 387.33 feet which bears North 25° 34' 11" West to the Northwesterly corner of said 50-foot Access Roads; thence North 61° 09' 01" East, along the Northerly line of said 50-foot Access Road, a distance of 290.00 feet to the Westerly right of way of U.S. Highway No. 1; thence 427.02 feet along the Westerly right of way of U.S. Highway No. 1 and along the arc of curve to the right, said curve being non-tangent to the last described line and having a radius of 2799.90 feet, a central angle of 08° 44' 17" and a chord of 426.60 feet which bears South 25° 31' 05" East to a point of tangency; thence South 21° 08' 56" East, along the Westerly line of U.S. Highway No. 1, a distance of 129.06 feet; thence South 68° 51' 04" West, a distance of 40.00 to the Northwesterly corner of the intersection of said 50-foot Access Road and said 40-foot Access Road; thence North 21° 08' 56" West, along the Westerly line of said 40-foot Access Road, a distance of 129.06 feet to a point of curvature; thence 370.93 feet along the Westerly line of said 40-foot Access Road and along the arc of a curve to the left, said curve having a radius of 2759.90 feet, a central angle of 07° 42' 02" and a chord of 370.65 feet which bears North 24° 59' 57" West; thence South 61° 09' 01" West, along the Southerly line of said 50-foot Access Road and along a line non-tangent and non-radial to the last described curve, a distance of 200.00 feet thence; thence 344.05 feet along the Easterly line of said 50-foot Access Road and along the arc of a curve to the right, said curve being non-tangent to the last described line and having a radius of 2559.90 feet, a central angle of 07° 42' 02" and a chord of 343.79 feet which bears South 24° 59' 57" East to a point of tangency; thence South 21° 08' 56" East, along the Easterly line of said 50-foot Access Road, a distance of 129.06 feet; thence South 68° 51' 04" West, a distance of 50.00 feet to the Point of Beginning. Containing 1.34 more or less.

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Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

FILE # 1068
Work Order #24-09-008
Part of Access Road - NORTH
Airport Commercial Re-Sub.

REPORT:

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
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8. **This sketch is not an actual Boundary Survey.**
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DATE PREPARED: 09/26/2024

SEE PAGE 3 FOR SKETCH

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: _____ Seal:

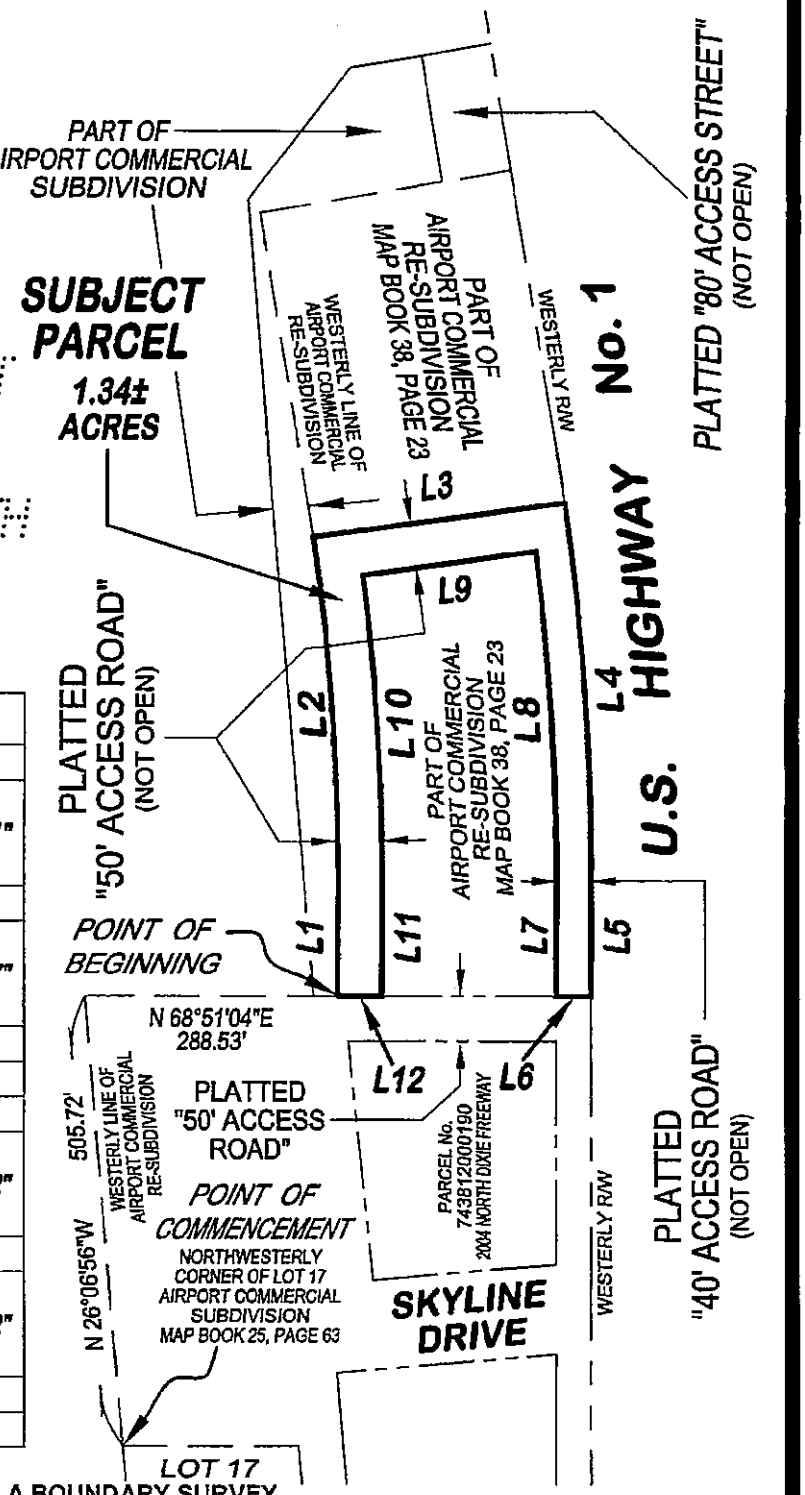
Jeffrey W. Cory
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GRAPHIC SCALE
0 100 200
1 inch = 200 feet

PART OF AMBROSE HULL GRANT SECTION 38 TOWNSHIP 17 SOUTH RANGE 34 EAST



Course	Bearing	Distance
L1	N 21°08'56" W	129.06'
L2	Radius: 2509.90' Length: 387.33' Chord: 387.33' Central Angle: 08°50'31" Chord Bearing: N 25°34'11" W	
L3	N 61°09'01" E	290.00'
L4	Radius: 2799.90' Length: 427.02' Chord: 426.60' Central Angle: 08°44'17" Chord Bearing: S 25°31'05" E	
L5	S 21°08'56" E	129.06'
L6	S 68°51'04" W	40.00'
L7	N 21°08'56" W	129.06'
L8	Radius: 2759.90' Length: 370.93' Chord: 370.65' Central Angle: 07°42'02" Chord Bearing: N 24°59'27" W	
L9	S 61°09'01" W	200.00'
L10	Radius: 2559.90' Length: 344.05' Chord: 343.79' Central Angle: 07°42'02" Chord Bearing: S 24°59'57" E	
L11	S 21°08'56" E	129.06'
L12	S 68°51'04" W	50.00'

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

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FILE # 1068
Work Order #24-09-008
Part of Access Road - NORTH
Airport Commercial Re-Sub.
Page 3 of 3

CAD FILE: 24090008C

SKETCH OF DESCRIPTION OF
(NOT A SURVEY)

That portion of the 80-foot Access Street, AIRPORT COMMERCIAL SUBDIVISION, according to the map or plat thereof as recorded in Map Book 25, Page 63 of the Public Records of Volusia County, Florida, lying Northerly of Airport Commercial Re-Subdivision, according to the map or plat thereof as recorded in Map Book 38, Page 23 of the Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Northwesterly corner of Lot 17, said Airport Commercial Subdivision, said point being on the Westerly line of said Airport Commercial Re-Subdivision; thence North 26° 06' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 505.72 feet; thence North 68° 51' 04" East, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 288.53 feet; thence North 21° 08' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 129.06 feet to a point of curvature; thence 423.46 feet along the Westerly line of said Airport Commercial Re-Subdivision and along the arc of a curve to the left, said curve having a radius of 2509.90 feet, a central angle of 09° 40' 00" and a chord of 422.96 feet which bears North 25° 58' 56"' West to a point of tangency; thence North 30° 48' 56" West, along the Westerly line of said Airport Commercial Re-Subdivision, a distance of 335.23 feet to the Northwesterly corner of said Airport Commercial Re-Subdivision; thence North 59° 11' 04" East, along the Northerly line of said Airport Commercial Re-Subdivision, a distance of 210.00 feet to the Westerly line of said 80-foot Access Street and for the Point of Beginning; thence North 30° 48' 56" West, along the Westerly line of said 80-foot Access Street, a distance of 144.49 feet to the Northwesterly corner of said 80-foot Access Street; thence North 59° 11' 04" East, along the Northerly line of said 80-foot Access Street, a distance of 80.00 feet to the Westerly right of way of U.S. Highway No. 1; thence South 30° 48' 56" East, along the Westerly right of way of U.S. Highway No. 1, a distance of 144.49 feet to the Northerly line of said Airport Commercial Re-Subdivision; thence South 59° 11' 04" West, along the Northerly line of said Airport Commercial Re-Subdivision, a distance of 80.00 feet to the Point of Beginning. Containing 0.27 more or less.

REPORT:

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2. Bearings refer to plat and based on the north line of said Lot 17 as being North 68° 51' 04" East.
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DATE PREPARED: 09/26/2024 **SEE PAGE 2 FOR SKETCH**

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: _____ Seal:

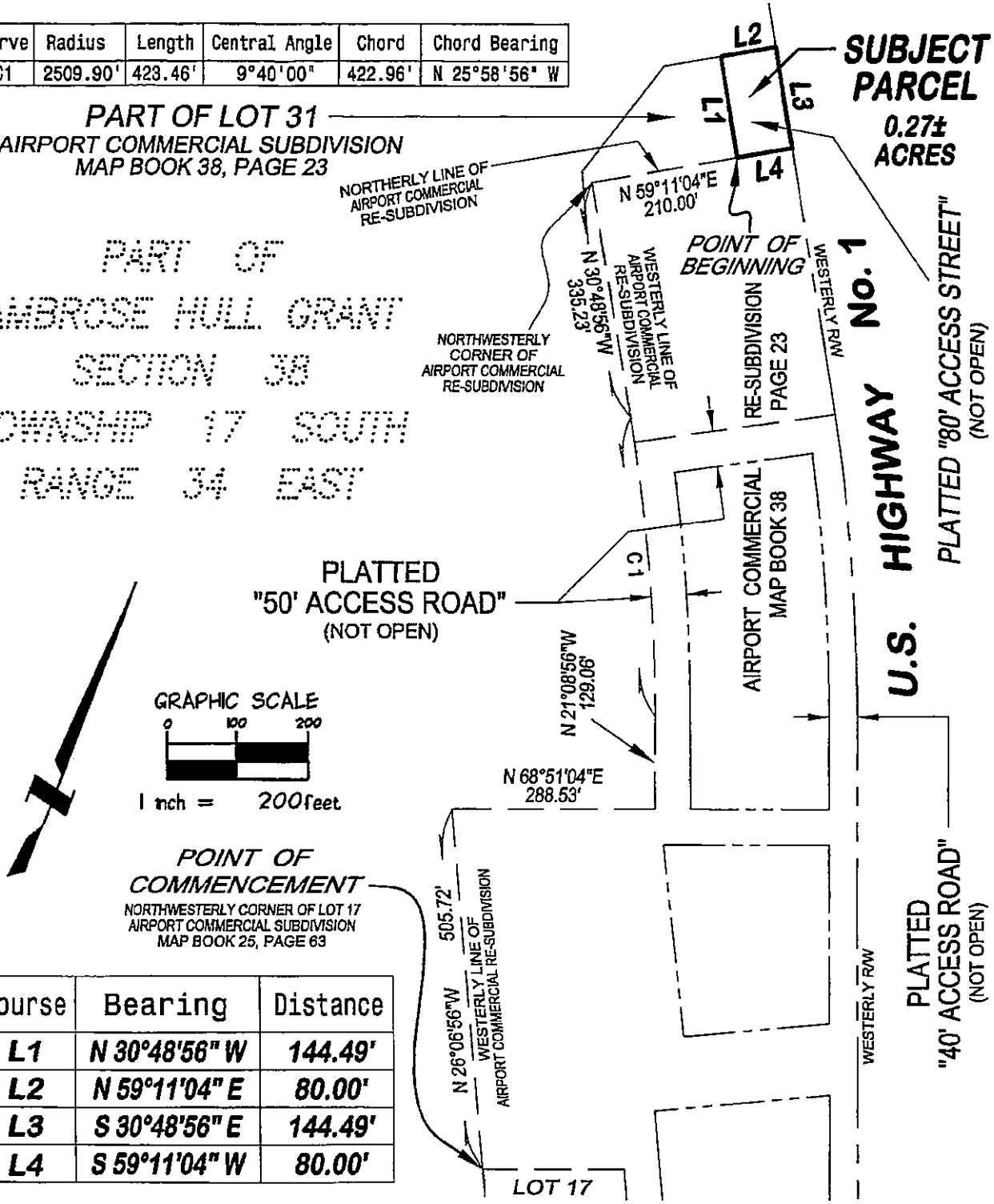
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FILE # 1068
Work Order #24-09-008
Part of Access St. - NORTH
Airport Commercial Sub.

Curve	Radius	Length	Central Angle	Chord	Chord Bearing
C1	2509.90'	423.46'	9°40'00"	422.96'	N 25°58'56" W



Course	Bearing	Distance
L1	N 30°48'56" W	144.49'
L2	N 59°11'04" E	80.00'
L3	S 30°48'56" E	144.49'
L4	S 59°11'04" W	80.00'

NOT A BOUNDARY SURVEY
(DESCRIPTION ON PAGE 1)

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FILE # 1068
Work Order #24-09-008
Part of Access St. - NORTH
Airport Commercial Sub.
Page 2 of 2

CAD FILE: 24090068

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 78-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD VACATE BIRCH STREET, BETWEEN SLATTON STREET AND CHISHOLM STREET.

October 28, 2025

Background:

A. **Applicant:** Aubrey Cummings, Jr. 1925 NW 84th, Miami, FL 33147
B. **Request:** Vacation of a platted segment of Birch Street right-of-way (ROW), between Slatton Street (platted as Slaton Street) and Chisholm Street, a 40'-wide by 260'-long unopened platted street right-of-way, within the COTTON SHED SUBDIVISION (MB 6, PG 180).

Exhibits:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Depiction of ROW to be vacated

Exhibit D: Surveys (2) with Legal Descriptions

Exhibit E: Recorded Plats

Exhibit F: Non-Objection Letters from New Smyrna Beach Utilities

Exhibit G: Engineering Letter of Non-Objection
Exhibit H: Letter from applicant/owner

Findings:

The Planning and Zoning Board voted 5-0, recommending the City Commission approve the proposed street vacation.

The City Commission voted 4-0 to approve the Resolution to consider the street vacation.

The remainder of the staff report is unchanged from what the Planning and Zoning Board reviewed.

A. The proposed street vacation is shown on the surveys attached as **Exhibit D**. The applicant requests vacation of a section of Birch Street, between Chisholm Street and Slatton Street.

B. As can be seen in the survey, the house at the northeast corner of platted Birch Steet, 210 Chisholm Street, is considerably in the ROW. The vacation would eliminate an encroachment into the ROW, and it would now meet what would become the side yard setback. Per the Appraiser's page, the house was built in 1955.

C. Section 305.03 of the City's Land Development Regulations (LDR) requires the following items for a street vacation (Responses in **bold**):

1. Completed application form **Received.**

2. Receipt of application fee payment **Received.**
3. Plat of survey, including legal description and acreage of street or alley proposed to be vacated **Included as Exhibit D.**
4. list of all abutting property owners **Received.**

Letter from Utilities Commission (NSBU) indicating:
a. No objection to the vacation; **Received.**
b. No utilities are within the right-of-way proposed to be vacated; or **None.**
c. If utilities exist with right-of-way then a letter must indicate what utilities are located in the right-of-way, **None.**
d. If utilities exist in right-of-way, then letter must indicate easements required, **None.**
e. Letter from applicant explaining how the vacation is in the interest of the public good **Included as Exhibit H.**

D. In regard to how this action would be in the interest of the public good, vacating this currently unopened and unused platted right-of-way would allow for the adjacent property Owners to receive a section of right-of-way that the City has no plans to open and the neighboring property owners wish not to be opened. By adding this existing public right-of-way to the adjacent property owners, this would allow for this public

property to be placed on the tax roll.

RECOMMENDATION:

Staff recommends the City Commission **approve** the proposed street vacation of platted Birch Street, between Chisholm Street and Slatton Street.

Fiscal Analysis:
N/A

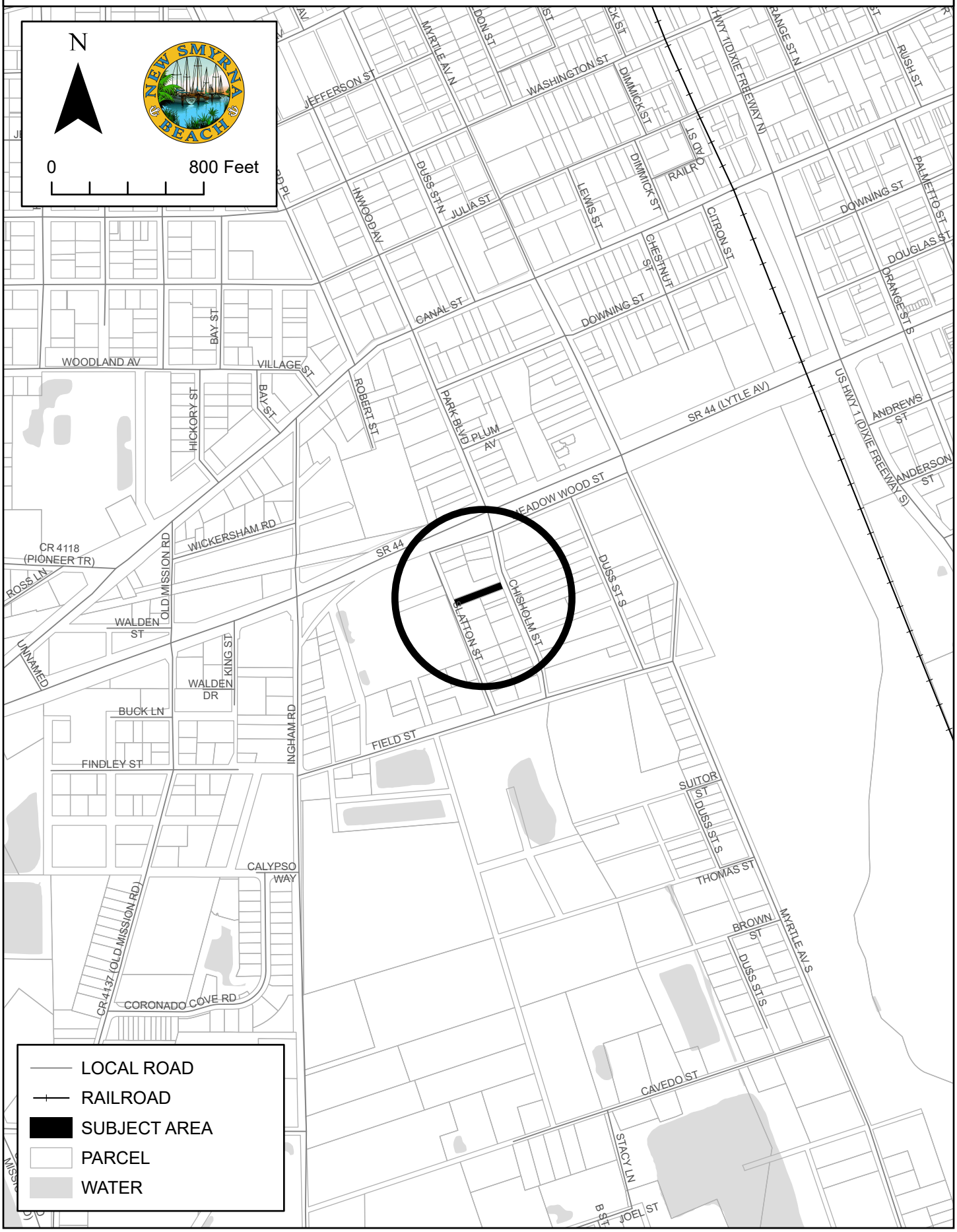
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Depiction of ROW to be vacated.pdf
Exhibit D Survey w legal description.pdf
Exhibit E Cotton Shed Plat.pdf
Exhibit F Non Objection Letter from NSBU.pdf
Exhibit G Engineering Letter on Non-Objection.pdf
Exhibit H Letter from Applicant.pdf
Business Impact Estimate - Ord 78-25 Vacating ROW - Birch St.pdf
Ord 78-25 Vacating Birch St.pdf

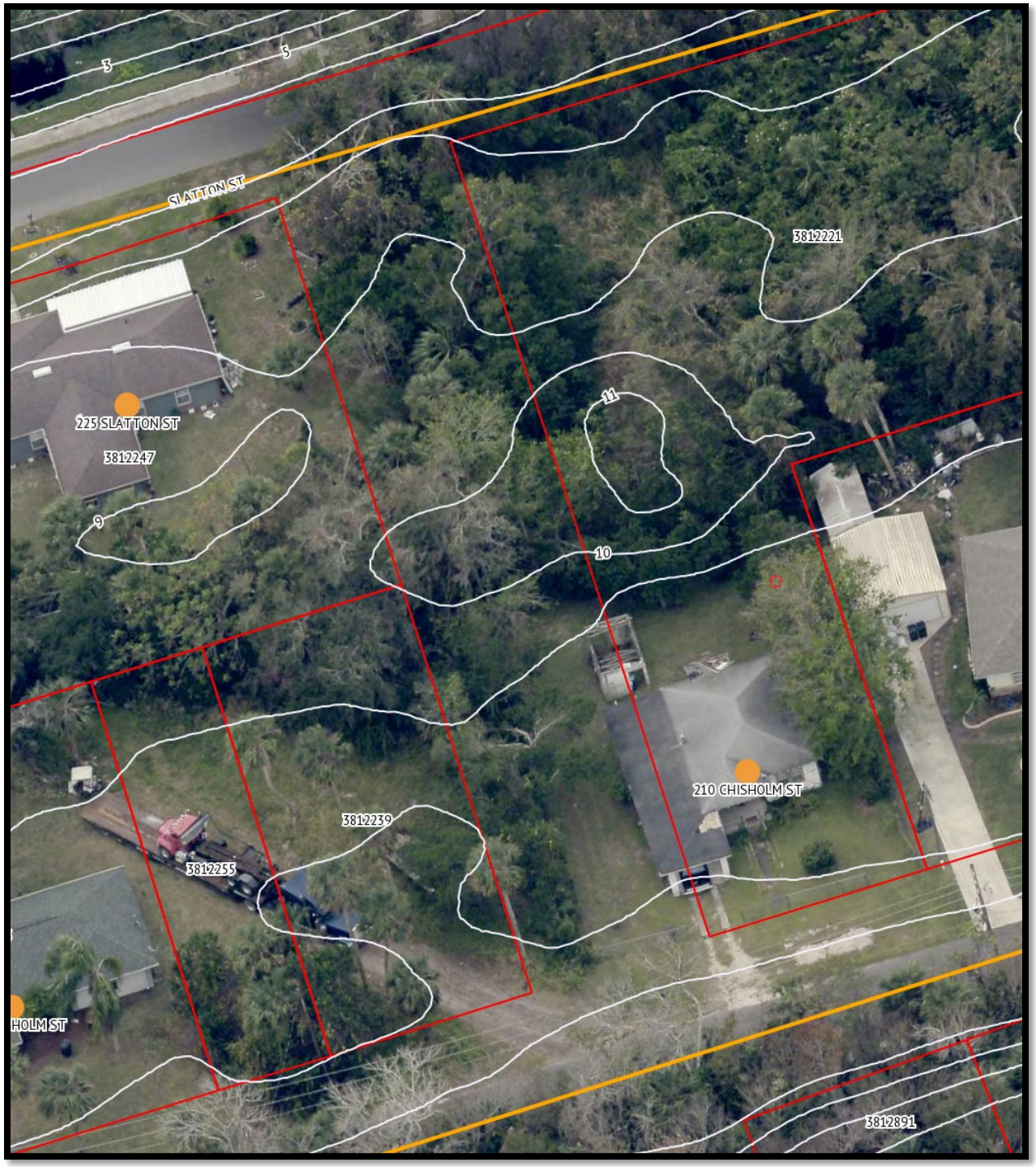
SV-01-25: LOCATION MAP

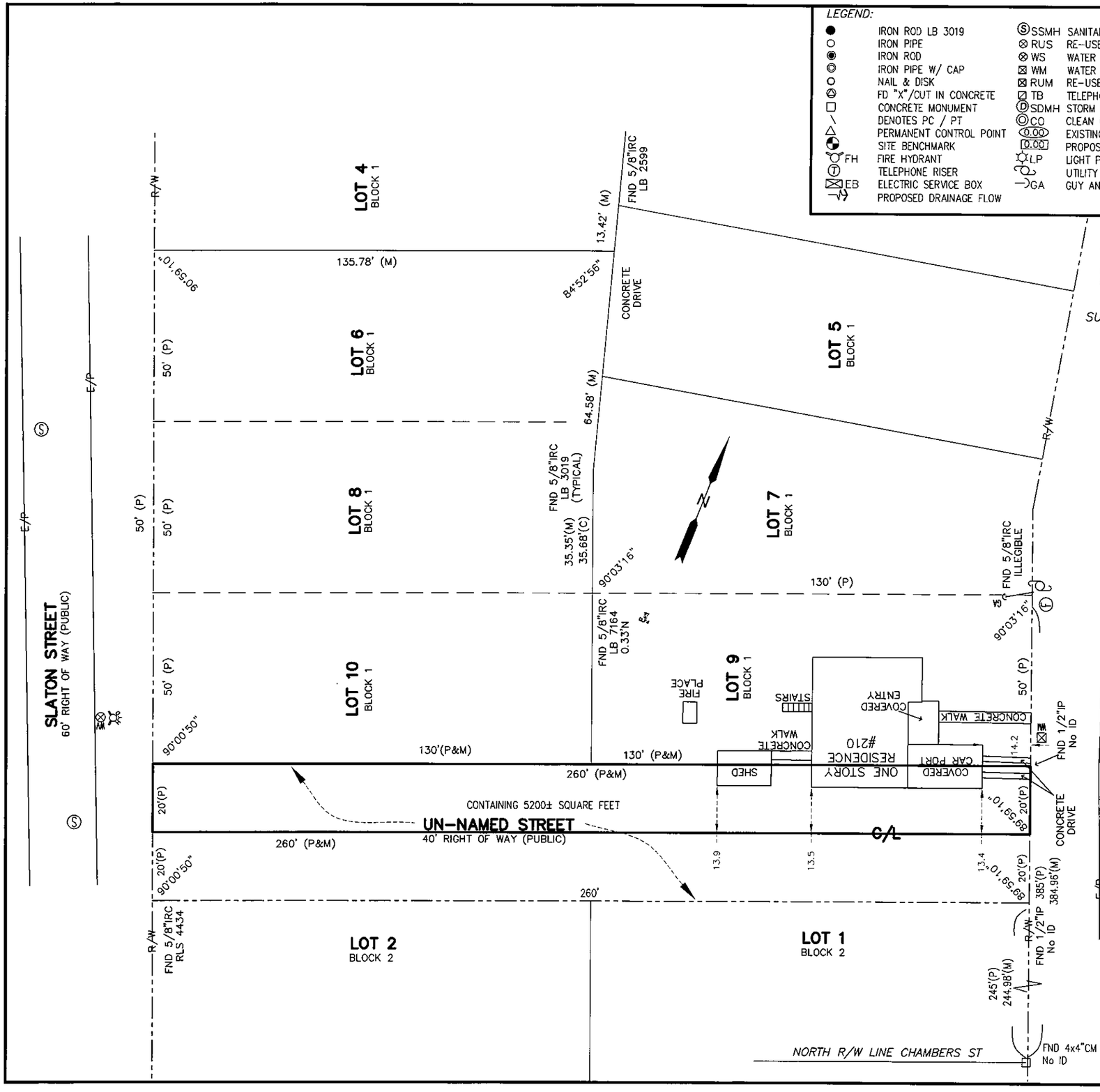


SV-01-25: AERIAL MAP



Exhibit C


3
5
SLATTON ST
3812221
225 SLATTON ST
3812247
11
9
10
210 CHISHOLM ST
3812239
3812255
HOLM ST
3812891



LEGEND:

●	IRON ROD LB 3019	Ⓢ SSMH	SANITARY SEWER MANHOLE
○	IRON PIPE	⊗ RUS	RE-USE SERVICE
◉	IRON ROD	⊗ WS	WATER SERVICE
◎	IRON PIPE W/ CAP	⊠ WM	WATER METER
⊙	NAIL & DISK	⊠ RUM	RE-USE METER
⊛	FD "X"/CUT IN CONCRETE	☒ TB	TELEPHONE BOX
□	CONCRETE MONUMENT	Ⓓ SDMH	STORM DRAIN MANHOLE
/	DENOTES PC / PT	ⓒ CO	CLEAN OUT
▷	PERMANENT CONTROL POINT	0.00	EXISTING ELEVATION
◔	SITE BENCHMARK	[0.00]	PROPOSED ELEVATION
FH	FIRE HYDRANT	LP	LIGHT POLE
Ⓣ	TELEPHONE RISER		UTILITY POLE
EB	ELECTRIC SERVICE BOX	GA	GUY ANCHOR
	PROPOSED DRAINAGE FLOW		

ABBREVIATIONS:

W/	WITH	MB	MAP BOOK
IRC	IRON ROD & CAP	PG	PAGE
IR	IRON ROD (NO CAP)	ORB	OFFICIAL RECORDS BOOK
IPC	IRON PIPE & CAP	(P)	PLATTED DIMENSION
IP	IRON PIPE (NO CAP)	(D)	DEED DIMENSION
CM	CONCRETE MONUMENT	(M)	MEASURED DIMENSION
N&D	NAIL & DISK	(R)	RADIAL
FND	FOUND	(NR)	NON RADIAL
ID	IDENTIFICATION	STA	STATION
(TYP)	TYPICAL	EL	ELEVATION
R/W	RIGHT OF WAY	INV	INVERT
CHLK	CHAINLINK	℄	CENTERLINE
RGE	RANGE	A/C	AIR CONDITIONER
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE
		E/P	EDGE of PAVEMENT

LEGAL DESCRIPTION:

THE NORTH HALF OF THE UN-NAMED STREET, LYING BETWEEN BLOCKS 1 AND 2, MAP OF THE COTTON SHED ADDITION, MAP BOOK 21, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEY NOTES:

1. DESCRIPTION FURNISHED BY CLIENT. NO TITLE WORK PROVIDED.
2. NO OVERHEAD/UNDERGROUND IMPROVEMENTS OR UTILITIES ARE LOCATED, UNLESS SHOWN.
3. NO BEARINGS ARE SHOWN ON PLAT OF RECORD.
4. DIMENSION CATEGORY IS SHOWN IN PARENTHESIS ( ), WHEN THEY DIFFER FROM RECORD DIMENSIONS. MONUMENTS THAT FALL WITHIN THE SUBURBAN CLOSURE OF 1:7500 [AS PER 5J-17.051(3)15BII] ARE NOT DIFFERENTIATED.
5. FLOOD ZONE X, MAP & PANEL NO. 12127C 0543 J, 9/29/2017. AS BEST ASCERTAINED FROM THE FLOOD INSURANCE RATE MAP.
6. ELEVATIONS (IF SHOWN) ARE BASED ON THE N.A.V.D. OF 1988. ELEVATIONS ON NATURAL GROUND HAVE ±0.1' TOLERANCE C/L ELEVATIONS SHALL MEET REQUIREMENT 5J-17.052(3)(C)

CERTIFIED TO:

AUBREY CUMMINGS

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Anthony C Sanzone

Digitally signed by Anthony C Sanzone
Date: 2025.06.30 09:41:43 -04'00'

ANTHONY C.M. SANZONE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6309

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
(386) 761-5385
PORT ORANGE, FL. 32127
LICENSED BUSINESS
CERTIFICATION NUMBER 3019
www.sligerassociates.com

REVISION:	DATE:	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	02/18/2025	25-0124	JS	AA	ACS
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

BOUNDARY SURVEY

210 CHISHOLM STREET
NEW SMYRNA BEACH, FLORIDA

FIELD BOOK: N/A PAGE: N/A

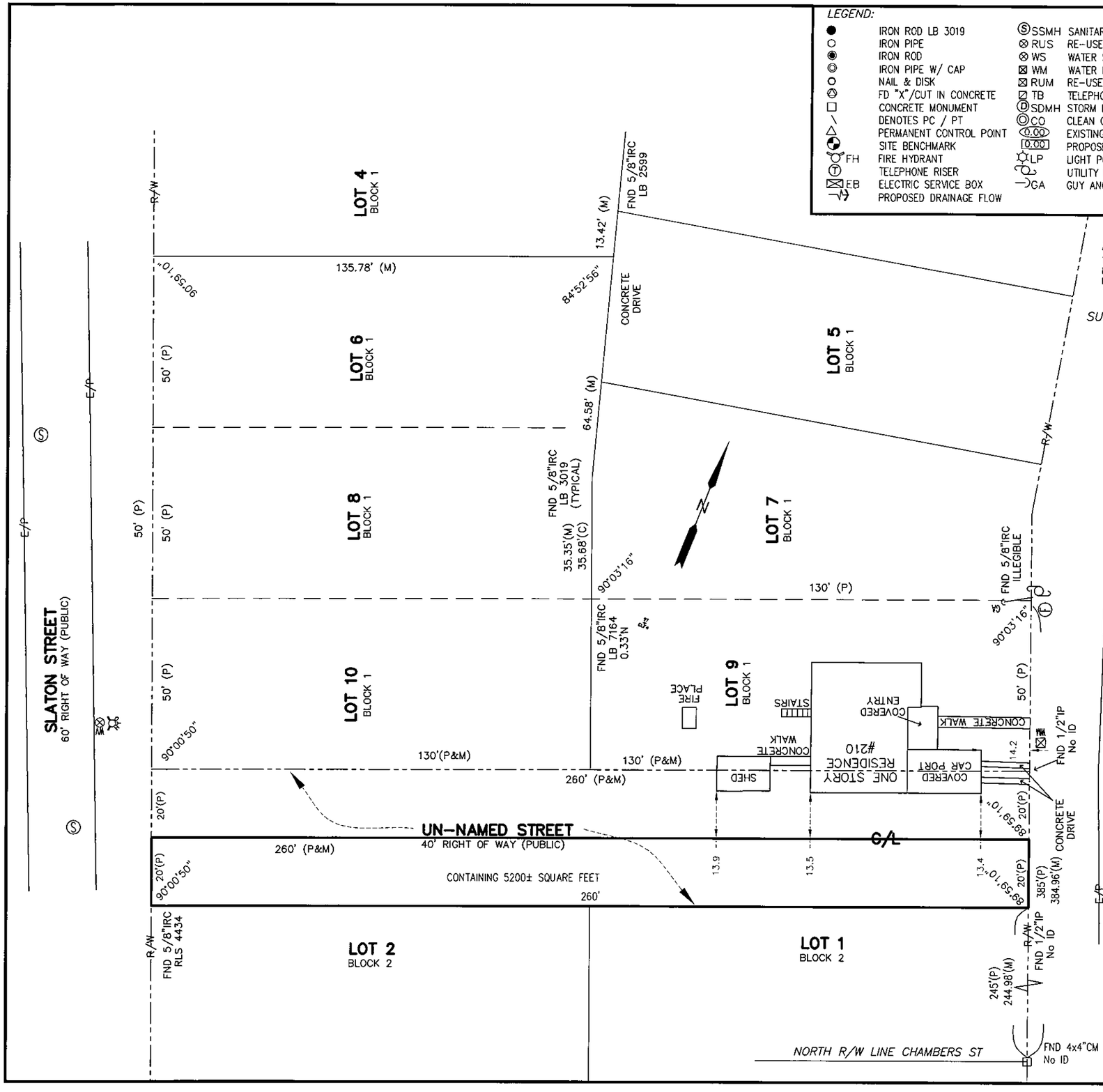
PROJECT: 05956

JOB: 25-0124

SCALE: 1"=30'

SHEET: 1

FILE: K:\25\250124 210 CHISHOLM STREET\250124.DWG



LEGEND:

●	IRON ROD LB 3019	Ⓢ SSMH	SANITARY SEWER MANHOLE
○	IRON PIPE	⊗ RUS	RE-USE SERVICE
◉	IRON ROD	⊗ WS	WATER SERVICE
◎	IRON PIPE W/ CAP	⊠ WM	WATER METER
⊙	NAIL & DISK	⊠ RUM	RE-USE METER
⊘	FD "X"/CUT IN CONCRETE	⊠ TB	TELEPHONE BOX
□	CONCRETE MONUMENT	Ⓓ SDMH	STORM DRAIN MANHOLE
▷	DENOTES PC / PT	ⓒ CO	CLEAN OUT
◈	PERMANENT CONTROL POINT	0.00	EXISTING ELEVATION
⊕	SITE BENCHMARK	[0.00]	PROPOSED ELEVATION
FH	FIRE HYDRANT	LP	LIGHT POLE
T	TELEPHONE RISER		UTILITY POLE
EB	ELECTRIC SERVICE BOX	GA	GUY ANCHOR
	PROPOSED DRAINAGE FLOW		

ABBREVIATIONS:

W/	WITH	MB	MAP BOOK
IRC	IRON ROD & CAP	PG	PAGE
IR	IRON ROD (NO CAP)	ORB	OFFICIAL RECORDS BOOK
IPC	IRON PIPE & CAP	(P)	PLATTED DIMENSION
IP	IRON PIPE (NO CAP)	(D)	DEED DIMENSION
CM	CONCRETE MONUMENT	(M)	MEASURED DIMENSION
N&D	NAIL & DISK	(R)	RADIAL
FND	FOUND	(NR)	NON RADIAL
ID	IDENTIFICATION	STA	STATION
(TYP)	TYPICAL	EL	ELEVATION
R/W	RIGHT OF WAY	INV	INVERT
CHLK	CHAINLINK	℄	CENTERLINE
RGE	RANGE	A/C	AIR CONDITIONER
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE
		E/P	EDGE of PAVEMENT

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE UN-NAMED STREET, LYING BETWEEN BLOCKS 1 AND 2, MAP OF THE COTTON SHED ADDITION, MAP BOOK 21, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEY NOTES:

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3. NO BEARINGS ARE SHOWN ON PLAT OF RECORD.
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5. FLOOD ZONE X, MAP & PANEL NO. 12127C 0543 J, 9/29/2017. AS BEST ASCERTAINED FROM THE FLOOD INSURANCE RATE MAP.
6. ELEVATIONS (IF SHOWN) ARE BASED ON THE N.A.V.D. OF 1988. ELEVATIONS ON NATURAL GROUND HAVE ±0.1' TOLERANCE C/L ELEVATIONS SHALL MEET REQUIREMENT 5J-17.052(3)(C)

CERTIFIED TO:

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BOUNDARY SURVEY

210 CHISHOLM STREET
NEW SMYRNA BEACH, FLORIDA

FIELD BOOK: N/A PAGE: N/A

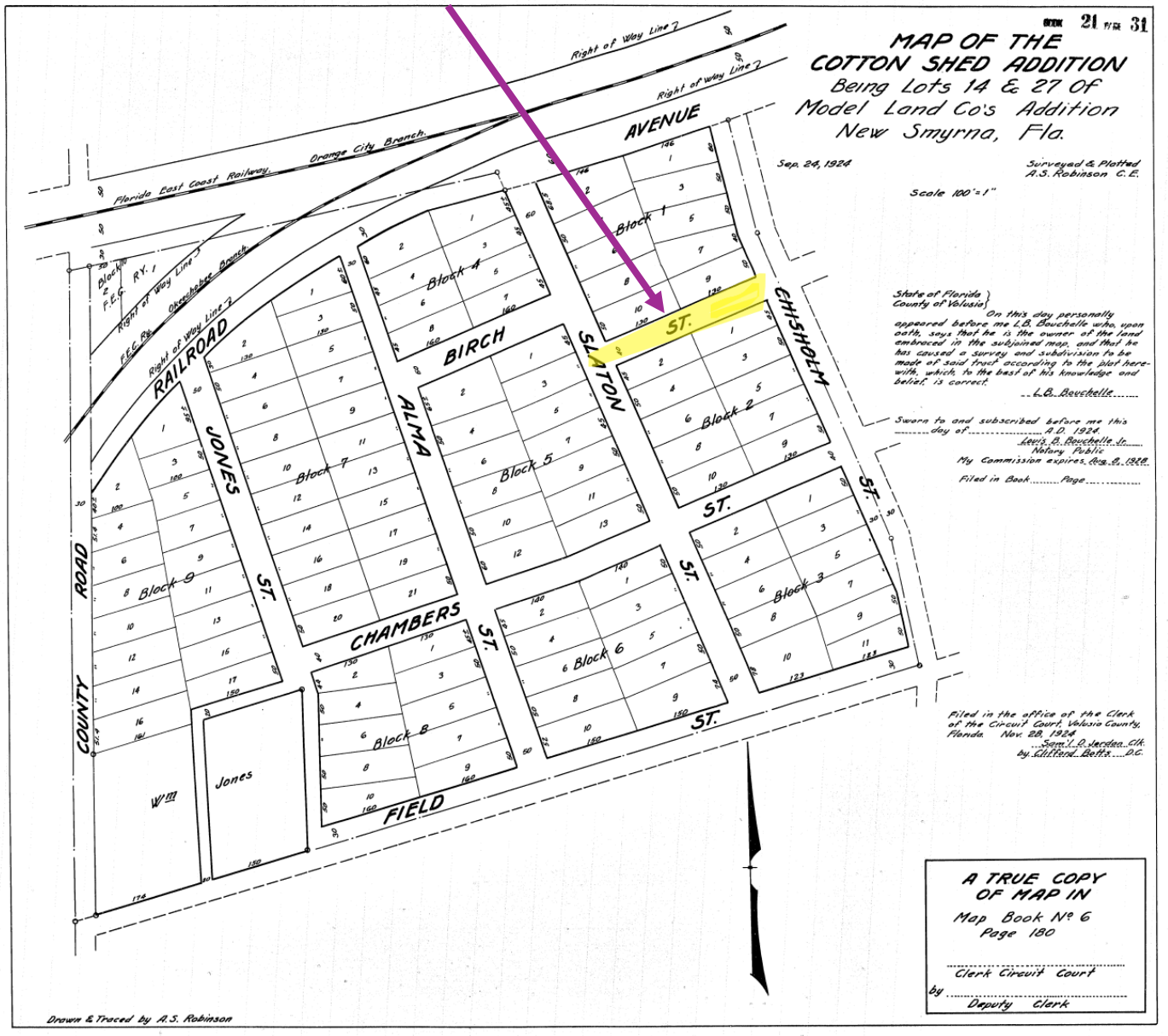
PROJECT: 05956

JOB: 25-0124

SCALE: 1"=30'

SHEET: 1

FILE: K:\25\250124 210 CHISHOLM STREET\250124.DWG


MAP OF THE
COTTON SHED ADDITION
Being Lots 14 & 27 Of
Model Land Co's Addition
New Smyrna, Fla.
Sep. 24, 1924
Surveyed & Platted
A.S. Robinson C.E.
Scale 100'=1"
Florida East Coast Railway
Orange City Branch
Right of Way Line
AVENUE
RAILROAD
BIRCH
ALMA
SLATON
CHISHOLM
ST.
JONES
ST.
COUNTY
ROAD
CHAMBERS
ST.
FIELD
Block 1
Block 2
Block 3
Block 4
Block 5
Block 6
Block 7
Block 8
Block 9
Wm
Jones
State of Florida
County of Volusia
On this day personally appeared before me L.B. Bouchelle who, upon oath, says that he is the owner of the land embraced in the subjoined map, and that he has caused a survey and subdivision to be made of said tract according to the plat herewith, which, to the best of his knowledge and belief, is correct.
L.B. Bouchelle
Sworn to and subscribed before me this day of A.D. 1924.
Lewis B. Bouchelle Jr.
Notary Public
My Commission expires
Filed in Book Page
Filed in the office of the Clerk of the Circuit Court Volusia County, Florida. Nov. 28, 1924
Sam'l O. Jordan Clk.
by Clifford Betts D.C.
A TRUE COPY
OF MAP IN
Map Book No 6
Page 180
Clerk Circuit Court
by
Deputy Clerk
Drawn & Traced by A.S. Robinson

New Smyrna Beach
• • • UTILITIES • • •

February 4, 2025

Mr. Willie Cummings
210 Chisholm St.
New Smyrna Beach, FL 32168

SUBJECT: **Proposed Vacation of Highlighted Platted Right-of-Way "ST."**
South of Parcel ID 741919010060, Public Records of Volusia County

Dear Mr. Cummings:

New Smyrna Beach Utilities has no objection to the proposed vacation of the platted Right-of-Way as depicted in your letter dated January 16, 2025 (attached).

New Smyrna Beach Utilities has no electric, water, reclaim or sanitary sewer mains in the right-of-way to be vacated.

Please do not hesitate to call me if you have any questions or require additional information.

Sincerely,

Kristin Greene

Kristin Greene
New Business Service Coordinator
Office: 386-424-3008

Kristin Greene

From: Kenny Ho
Sent: Tuesday, January 14, 2025 3:24 PM
To: Kristin Greene
Subject: FW: 210 Chisholm Street-- Street Vacation
Attachments: 2024 Street Name Change Application.pdf; 2025 Vacation - Alley-Street Application.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Kristin:
Please review this City street (ROW) vacation request. Thanks

KHO

From: Baker, Jake <jbaker@cityofnsb.com>
Sent: Tuesday, January 14, 2025 1:47 PM
To: Aubrey Cummings <cummings.aubrey3@gmail.com>; Doster, Stephanie <SDoster@cityofnsb.com>; Mathen, Robert <rmathen@cityofnsb.com>
Cc: Lynn Murrison <lmurrison@nsbufl.com>; Kenny Ho <kho@nsbufl.com>; Meyers, Jesse <jmeyers@cityofnsb.com>
Subject: 210 Chisholm Street-- Street Vacation

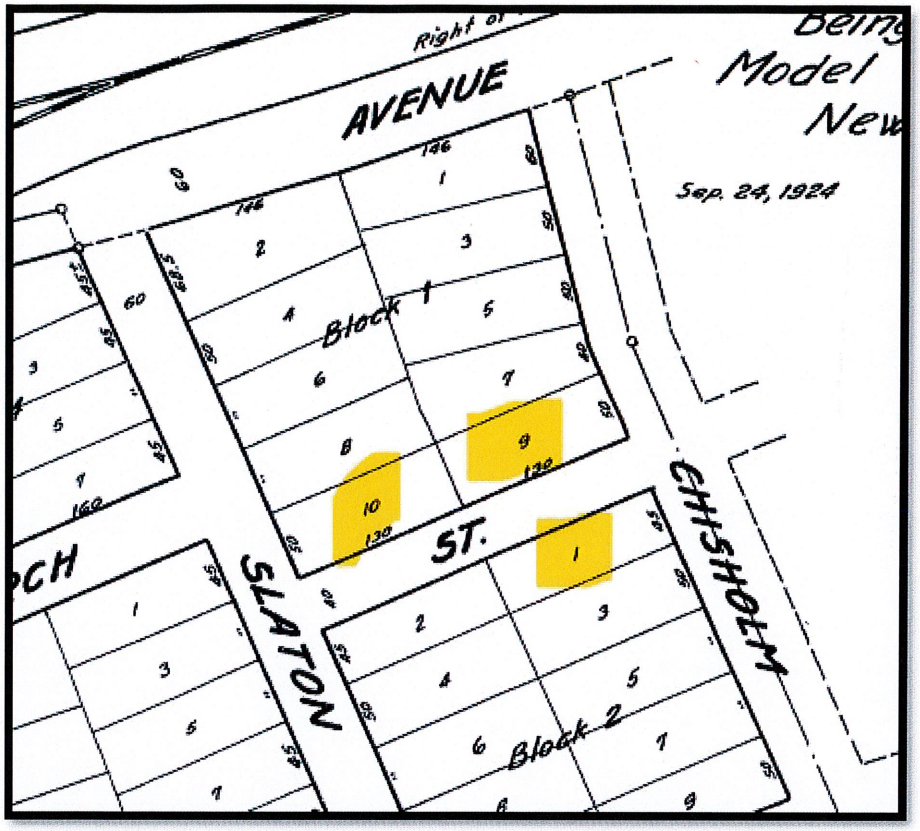
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Aubrey,

I attached the Street vacation application, as well as the street name change application, if you choose to try to rename Chisholm Street.

Everyone else on this email, Aubrey proposes to vacate the "ST." between lots 1, 9, 10 and 11. His family owns 1, 9 and 10.

This was to be our 10 o'clock call tomorrow morning, but we have a bit of a scheduling conflict, so I contacted him today to see what he wanted to discuss.



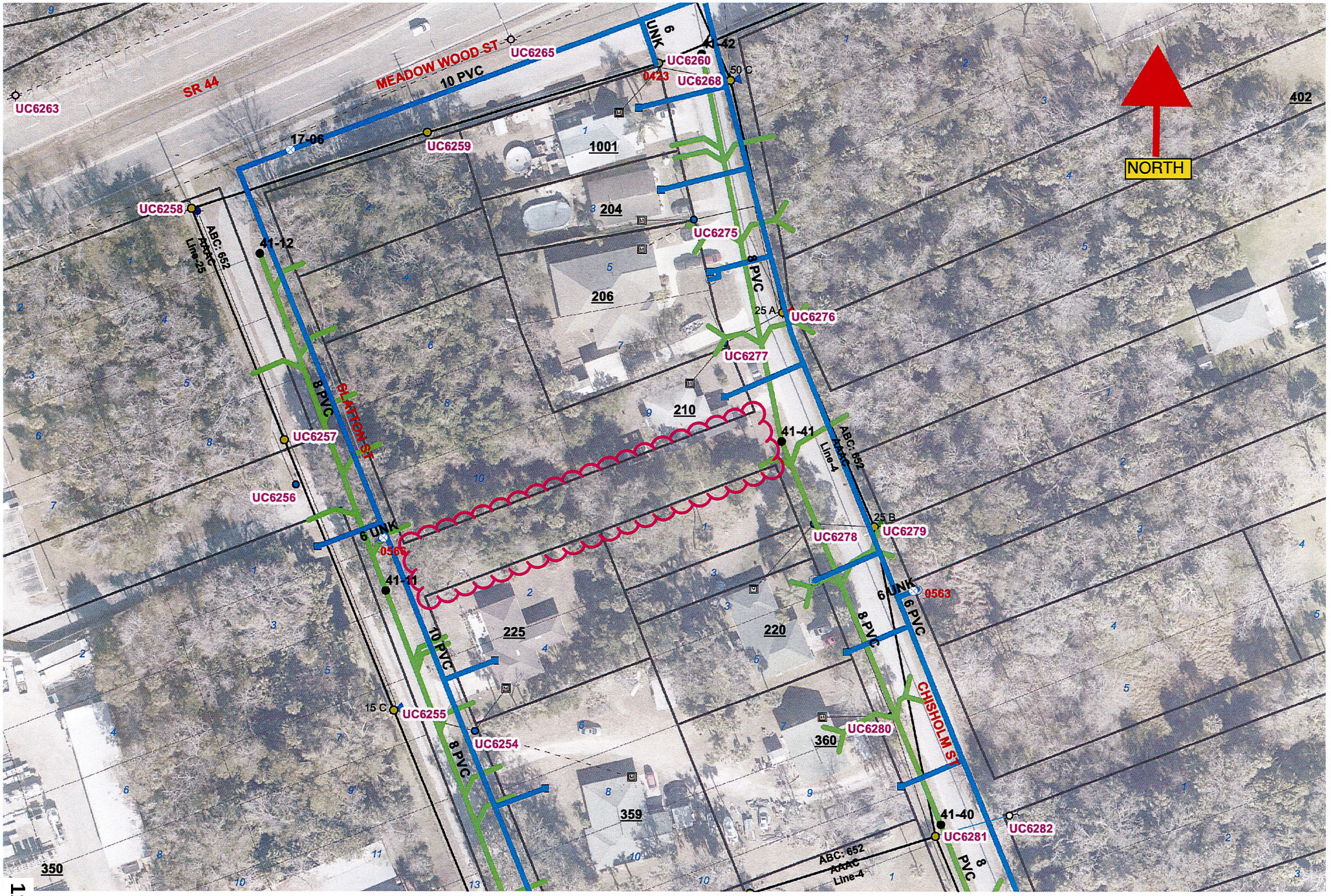
Best Regards,

Jake Baker, AICP
Senior Planner
City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2837
Cell (386) 279-5291
jbaker@cityofnsb.com
www.cityofnsb.com

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI_CJIS_Policy) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com


SR 44
MEADOW WOOD ST
UC6263
UC6265
10 PVC
17-06
UC6259
UC6260
0423
UC6268
50 C
6 UNK
41-42
402
NORTH
1001
204
206
210
UC6258
ABC: 652 RPAC Line-25
41-12
UC6275
8 PVC
25 A
UC6276
UC6277
SLATTON ST
UC6257
UC6256
41-41
ABC: 652 AAAC Line-4
25 B
UC6278
UC6279
6 UNK
0566
41-11
0563
6 PVC
8 PVC
225
220
10 PVC
15 C
UC6255
UC6254
UC6280
360
CHISHOLM ST
359
41-40
UC6281
UC6282
350
1110

01/16/2025

TO VACATE STREET

To whom this may concern,

I, Willie Cummings, am requesting a vacation of the street attached to lots 9 and 10 of the property 210 Chisholm St. I offer no objection and have no existing use or utilities on the street.

Below is what is required from the NSB utilities commission from the city to move forward with the street vacation.

Letter from the Utilities indicating the following:

1. No objection to the proposed vacation,
2. No utilities are within the right-of-way proposed to be vacated
    a. If utilities exist within the right-of-way, the letter must indicate what utilities are located in the right-of-way
3. If utilities exist in the right of way, the letter must indicate what easements, if any would be required if the right of way is vacated.

BOOK 21 PAGE 31

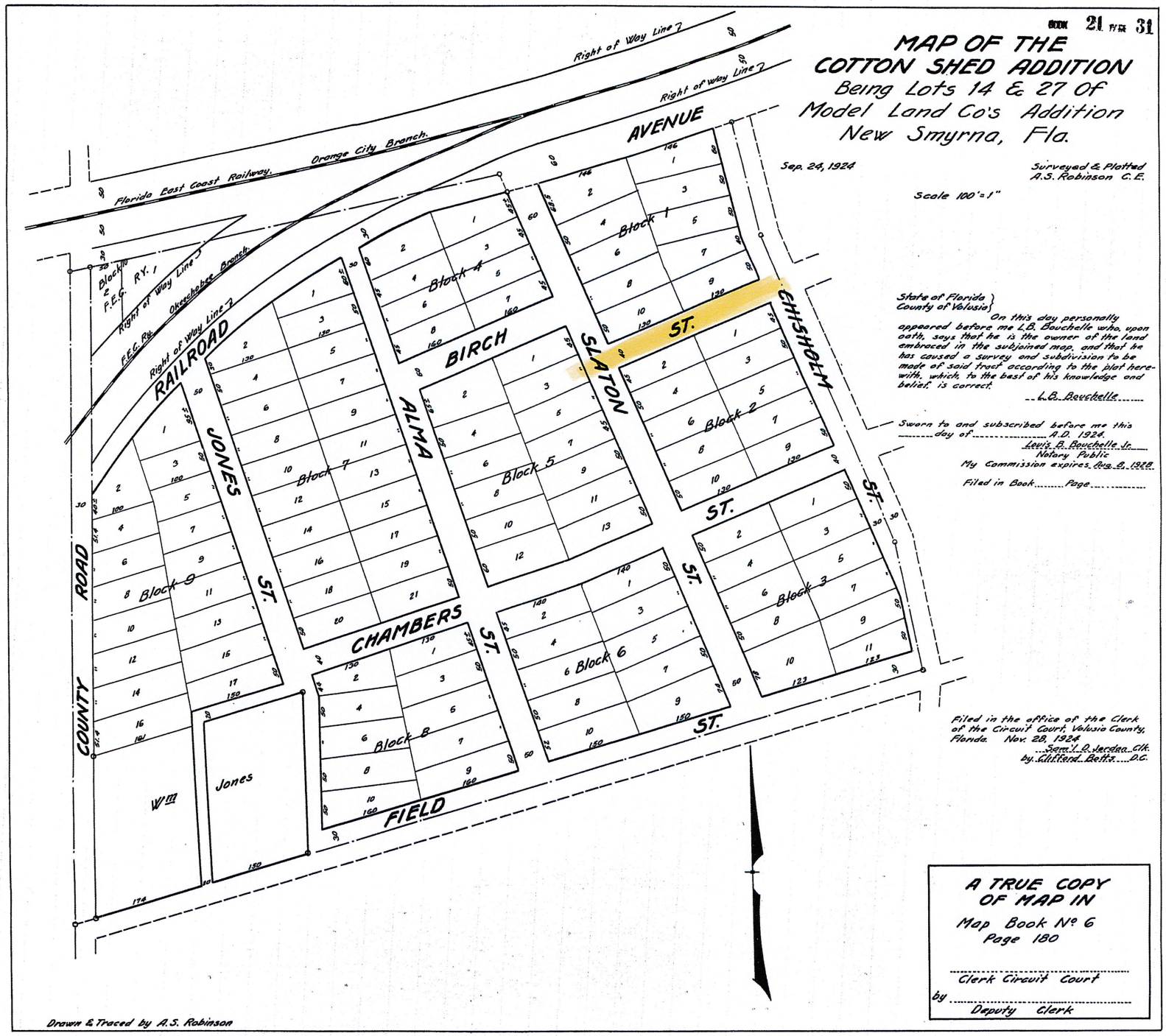
MAP OF THE COTTON SHED ADDITION

Being Lots 14 & 27 Of Model Land Co's Addition New Smyrna, Fla.

Sep. 24, 1924

Surveyed & Platted
A.S. Robinson C.E.

Scale 100'=1"



State of Florida }
County of Volusia }

On this day personally appeared before me L.B. Bouchelle who, upon oath, says that he is the owner of the land embraced in the subjoined map, and that he has caused a survey and subdivision to be made of said tract according to the plat herewith, which to the best of his knowledge and belief is correct.

L.B. Bouchelle

Sworn to and subscribed before me this ____ day of ____ A.D. 1924.

Lewis B. Bouchelle Jr.
Notary Public
My Commission expires Aug 8, 1928

Filed in Book ____ Page ____

Filed in the office of the Clerk of the Circuit Court, Volusia County, Florida. Nov. 28, 1924
Sam'l O. Jordan Clk.
by Clifford Bell Jr. D.C.

Drawn & Traced by A.S. Robinson

A TRUE COPY OF MAP IN
Map Book No 6
Page 180

Clerk Circuit Court
by Deputy Clerk

1112

City of New Smyrna Beach

July 22, 2025

RE: SV-1-25 Un-named Street bisecting Chisholm Street and Slaton Street

The Engineering Department has reviewed the request for right of way vacation as depicted on the Sliger & Associates survey, dated 6/30/2025, and finds no objection to the request.

Sincerely,

Jesse Meyers, P.E.
Civil Engineer

210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: (386) 410-2811 Fax: (386) 410-2804
www.cityofnsb.com

To whom this may concern,

This proposed vacation of the unnamed street will serve as a correction to city records. Once a land property of eminent domain, however, due to lack of records this street vacation was never recorded. This street provides no benefits to the abutting neighbors and is our wish to collectively return the street to the citizens.

Respectfully,

Aubrey Cummings

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 78-25 Vacating ROW - Birch St.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord 78-25 Vacating ROW - Birch St.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).
The house at the northeast corner of platted Birch Street, 210 Chisholm Street, is considerably in the ROW. The vacation would eliminate an encroachment into the ROW, and it would now meet what would become the side yard setback. Per the Appraiser's page, the house was built in 1955.

ORDINANCE NO. 78-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH VACATING A PLATTED UNOPENED RIGHT-OF-WAY IN THE COTTON SHED SUBDIVISION, GENERALLY LOCATED ON BIRCH STREET BETWEEN SLATTON STREET AND CHISHOLM STREET; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Aubrey Cummings, Jr., 1925 NW 84th, Miami, Florida 33147, applicant, has requested the vacation of a platted unopened right-of-way in the Cotton Shed Subdivision, generally located on Birch Street, between Slatton Street and Chisholm Street; and

WHEREAS, *the* City Commission, in accordance with Section 70-36, City Code, adopted Resolution No. 34-35 on October 14, 2025, expressing its intent to vacate a portion of Cooper Street located in the Cotton Shed Subdivision; and

WHEREAS, the Planning and Zoning Board, at its meeting of September 8, 2025, by vote of 5-0, recommended that the City Commission approve the requested vacation; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to vacate the platted right-of-way in the Cotton Shed Subdivision as more fully described below.

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

SECTION 1: ***Vacation.*** That the City Commission of the City of New Smyrna Beach, Florida hereby vacates a portion of platted unopened right-of-way located in the Cotton Shed Subdivision. Said property is hereinafter described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this resolution are hereby rescinded or repealed.

SECTION 3: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

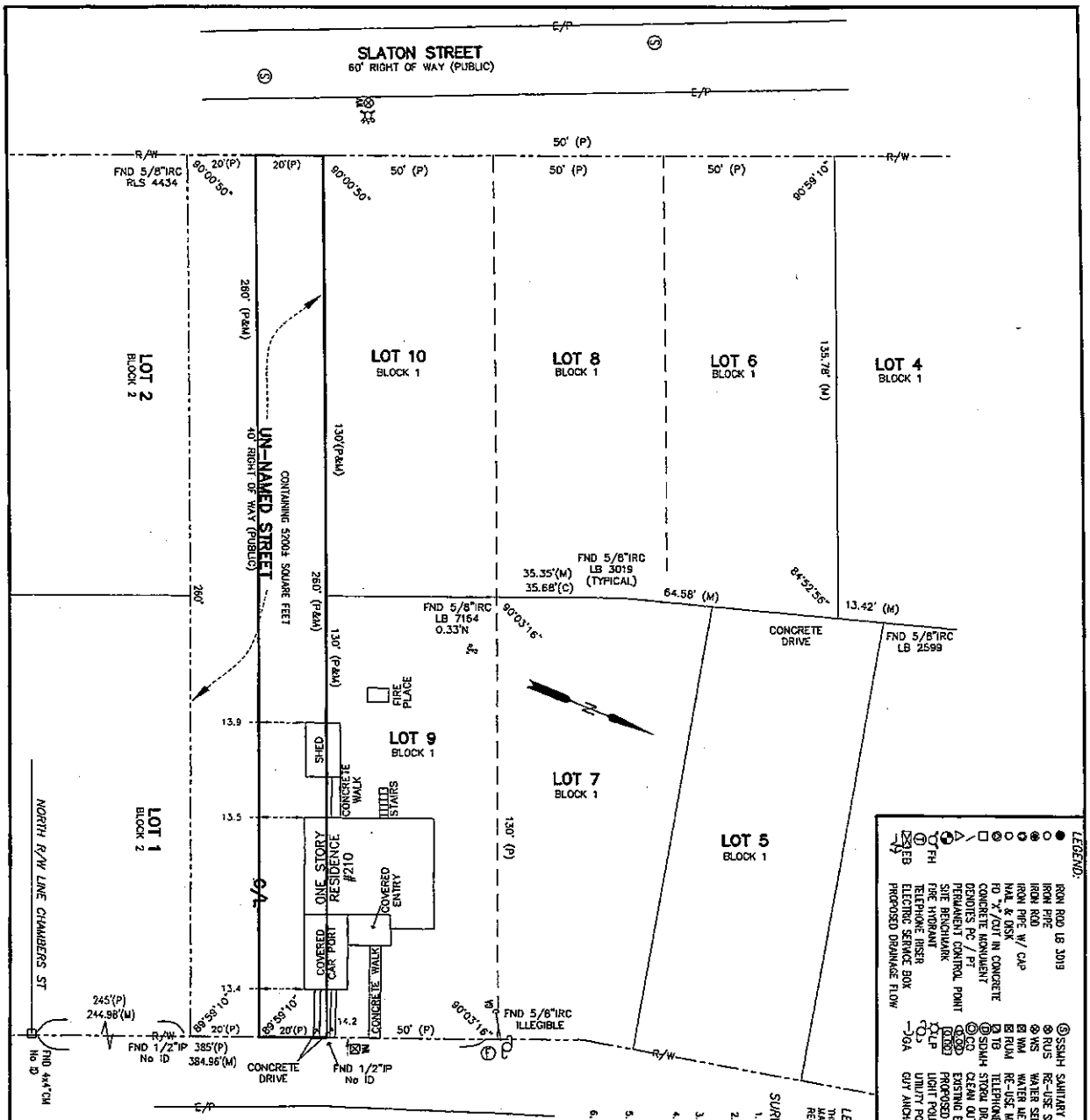
Carrie Avallone

CARRIE AVALLONE,
City Attorney

DATE: 10/16/2025

EXHIBIT "A"

FILE: K:\25\250124 210 CHISHOLM STREET\250124.DWG



LEGEND:

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- IRON PIPE
- IRON ROD
- IRON PIPE W/ CAP
- NAIL & DISK
- FD 'X'/CUT IN CONCRETE
- CONCRETE MONUMENT
- DENOTES PC / PT
- PERMANENT CONTROL POINT
- SITE BENCHMARK
- FIRE HYDRANT
- TELEPHONE RISER
- ELECTRIC SERVICE BOX
- PROPOSED DRAINAGE FLOW
- SSMH SANITARY SEWER MANHOLE
- RUS RC-USE SERVICE
- WS WATER SERVICE
- WM WATER METER
- RUM RC-USE METER
- TB TELEPHONE BOX
- SDMH STORM DRAIN MANHOLE
- CO CLEAN OUT
- EXISTING ELEVATION
- PROPOSED ELEVATION
- LP LIGHT POLE
- UP UTILITY POLE
- GA GUY ANCHOR

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PROPOSED HOUSE LOCATION					

BOUNDARY SURVEY

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NEW SMYRNA BEACH, FLORIDA

FIELD BOOK: N/A PAGE: N/A

SHEET: 1 | SCALE: 1"=30' | JOB: 25-0124 | PROJECT: 05956

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www.sligerassociates.com

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

PLANNING AND ZONING BOARD APPOINTMENT: CONSIDER THE APPOINTMENT OF TWO (2) MEMBERS TO THE PLANNING AND ZONING BOARD TO SERVE THREE (3) YEAR TERMS EXPIRING ON NOVEMBER 1, 2028.

October 28, 2025

Background:

The Planning and Zoning Board (P&ZB) is established under LDR §302.01 and also serves as the Local Planning Agency (LPA) for the City of New Smyrna Beach. The Board ensures that land use decisions align with the City's Comprehensive Plan and Land Development Regulations (LDR).

Summary of Responsibilities

- Approve, approve with conditions, or deny Class III site plans, referred Class II site plans, final subdivision plats, and variance requests.
- Recommend to the City Commission: street vacations, special exceptions, and other referred matters.
- Act as the Local Planning Agency to review and recommend Comprehensive Plan amendments, LDR amendments, and annexations.
- Conduct land use studies and recommend ordinances promoting orderly growth.
- Hold public hearings and ensure coordination with the Volusia County School Board.
- Maintain compliance with state planning laws.

Findings:

Membership

- 7 voting members appointed by the City Commission.
- 1 non-voting member appointed by the Volusia County School Board.
- Voting members must be electors of the City and maintain residency within City limits.
- Voting members serve three-year staggered terms without compensation.
- School Board appointee participates in discussions but does not vote and is not subject to City residency or attendance rules.

Applicants:

Alejandro Knight

Charles Hughes
David Lannin
David LeBlanc Bill Peterson
David McKenna
Dustin Bell
Gary Eliopoulos
George Kenney
Jeffery Lawrence
Joel Paige
John Kirk
Kyle Sawchuk
Paul Walton
Robert Werner
Teresa Corbett

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Planning and Zoning Roster 09.16.25.pdf
Alejandro Knight.pdf
Charles Hughes.pdf
David Lannin.pdf
David LeBlanc Bill Peterson.pdf
David McKenna.pdf
Dustin Bell - Planning and Zoning.pdf
Gary Eliopoulos.pdf
George Kennedy.pdf
Jeffrey Lawrence.pdf
Joel Paige.pdf
John Kirk.pdf
Kyle Sawchuk.pdf
Kyle Sawchuk-Resume.pdf
Paul Walton.pdf
Robert Werner.pdf
Teresa Corbett.pdf

City of New Smyrna Beach, FL

Planning & Zoning Board

Board Roster

Carl Hodges

2nd Term Nov 01, 2022 - Nov 01, 2025

Email cchodges@gmail.com
Home Phone Home: (321) 303-6195
Address
620 S. Riverside Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair

John (kip) Hulvershorn

2nd Term Nov 01, 2022 - Nov 01, 2025

Email kiphulvers@hotmail.com
Home Phone Home: (402) 416-7221
Address
852 Bay Breeze Way
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Regular Member

Stephen Yates

2nd Term Oct 24, 2023 - Oct 31, 2026

Email swoodyates@gmail.com
Home Phone Mobile: (407) 506-9966
Address
215 SANDY LN
NEW SMYRNA BEACH, FL 32168

Appointing Authority City Commission
Position Regular Member

Thomas J Bien

1st Term Oct 24, 2023 - Oct 31, 2026

Email canfield8181@comcast.net
Home Phone Home: (202) 491-8974
Address
3354 Leonardo Ln
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Jon Hall

1st Term Oct 24, 2023 - Oct 31, 2026

Email jon.hall@jmhllc.org
Home Phone Home: (407) 383-5095
Address
300 Normandy
New Smyrna Breach, FL 32169

Appointing Authority City Commission
Position Regular Member

Larry Wheatcraft

2nd Term Nov 01, 2024 - Oct 31, 2027

Email wheatie6@gmail.com
Home Phone Mobile: (801) 903-8789
Address
420 Patricia Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair

John K Causey Sr.

1st Term Nov 01, 2024 - Oct 31, 2027

Email jkcauseysr@gmail.com
Home Phone Home: (804) 357-1440
Address
3538 Tuscany Reserve Blvd
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Jessie Thompson

1st Term Oct 08, 2024 - N/A

Email jessiethompson4sb@gmail.com
Home Phone Mobile: (386) 530-0443
Address
107 Dee Street
New Smyrna Beach, FL 32168

Appointing Authority Volusia County School Board
Position Volusia County School Board Appointee

Boards & Commissions Application

Profile

Alejandro
First Name

Knight
Last Name

knightalejandro@hotmail.com
Email Address

2255 Deerwood Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (407) 592-9810
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

9 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lake View High School, Chicago Ill

College(s)

University of Michigan/ Interamerican University Arecibo, PR, /Loyola University, Chicago

Degrees held

Master Business Administration (MBA) Masters Science of Anesthesia (CRNA) Bachelor in Science of Nursing

Alejandro_Knight_PDF_Resume.pdf
Upload a Resume

Work Experience

Advent Health Daytona
Employer

Nurse Anesthetist
Job Title

Please describe your work experience, if any.

I worked as a nurse anesthetist for a period of 9 years (2005-2014) for the level one trauma center Orlando Health. At this location I participated in all types of procedures and specialties including neurology, cardiology, interventional radiology and general surgery among others. Following that I moved to New Smyrna Beach and began working for Halifax Health at their trauma center for several additional years (2014-2022). Since 2022, I have been employed with Advent Health at their main campus in Daytona Beach. Along these years I have also worked self employed providing anesthesia at ambulatory surgery centers in Volusia and Seminole county. I have also the owner of a comercial property where my wife wife operates her Yoga Studio in US-1. The business operates under the name The Yoga Lounge and has been serving clients in New Smyrna Beach since 2017.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

N/A

Please describe any community board, groups or events you have been involved with:

Mission trip to Honduras to perform train ophthalmology follows and perform eye surgeries (2023). Mission trip to Venezuela and Colombia to perform general surgeries. (2005)

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Since 2015 I have been living and raising my kids happily in this community. I have also opened a small retail business on US-1. Along the 8 years living in New Smyrna I have come to appreciate its history, the residents and its business community. I am also a person who enjoys the outdoors. Fishing and hiking the trails are among my favorite things to do in New Smyrna. I will like to contribute back to the community in any way possible with my education background.

References

Name of Reference #1 (Please do not list current elected officials)

Sara Wolter

Address of Reference #1

821 E 17th Ave New Smyrna Beach, Fl, 32168

Telephone Number of Reference #1

(386) 314-4325

Email address of reference #1

sara4515@yahoo.com

Nature of your relationship (business/personal).

Personal Friend

Name of Reference #2 (Please do not list current elected officials)

Deborah Samuels

Address of Reference #2

1403 South Riverside Dr New Smyrna Beach, Fl, 32168

Telephone Number of Reference #2

(386) 314-7786

Email Address of Reference #2

debbisam@aol.com

Nature of your relationship (business/personal).

Personal friend/ Instructor at Yoga Studio

Name of Reference #3 (Please do not list current elected officials)

Rachel Hale

Address of Reference #3

424 Lune Bella Lane unit 225 New Smyrna Beach, Fl, 32168

Telephone Number of Reference #3

(407) 415-0211

Email address of Reference #3

rachel.hazen@adventhealth.com

Nature of your relationship (business/personal).

Direct Manager in the anesthesia department at Advent Health

Alejandro Knight Rodriguez, CRNA, MBA
2255 Dearwood Dr. New Smyrna Beach, Fl, 32168
Cell (407) 592- 9810
knightalejandro@hotmail.com

Objective A position at the New Smyrna Planning and Zoning Board

Education

2014-2019 Master Business Administration Michigan University, DNP/MBA, Flint, MI.
2003-2005 Master of Science of Anesthesia, Interamerican University, Arecibo, P.R.
1998-2001 Bachelors of Science of Nursing, Interamerican University, San Juan, P.R.
1996-1998 Undergraduate curriculums, Loyola University Chicago, IL

Experience

6/2022- Present Advent Health Daytona, Fl. Responsibilities consist of providing anesthesia services as needed. Types of surgical specialties include; Trauma, Vascular, Interventional radiology, Neuro, GYN, Orthopedic among others.

5/2014-Present Halifax Health, Halifax Medical Center, Daytona Beach, Fl. Responsibilities consist of providing anesthesia services as needed. Types of surgical specialties include; Trauma, Vascular, Interventional radiology, Neuro, GYN, Orthopedic among others. In addition, assisting in the clinical training of student anesthetists from the University of North Florida.

2014- Present Optima Health, New Smyrna Beach, Fl. Self-Employment practice. Providing anesthesia at ambulatory centers in the Volusia county area. Facilities served include, Advance Gastroenterology Center in Port Orange, Fl and Florida Health Care Plans Surgical Center in Orange City, Fl

8/2005-5/2014 Wolverine Anesthesia Consultants, Orlando Regional Medical Center, Orlando, Fl. Responsibilities consisted of providing anesthesia services as needed at Orlando Regional Medical Center, the Ambulatory Care Center (ACC), Dr. Phillip Hospital and Lucerne Hospital. Types of surgical specialties in which I provided anesthesia included; Cardiac, Neuro, Trauma, Interventional Radiology and Pediatrics among others. My responsibilities also included assisting in the clinical training of anesthesia students from Barry University of Miami.

7/2003 -7/2005 Medicine Ward RN, Veterans Administration Hospital, San Juan, P.R.
Responsibilities included the coordination of health services for the patients of the medicine ward, supervision of nurses when assigned and maintaining medical staff informed of changes in the health condition of the patients admitted.

12/2002-12/2003 Pediatric Intensive Care Unit RN, San Juan City Hospital, San Juan, P.R.
The responsibilities included the coordination of services, hemodynamic monitoring, monitoring of neurological status, monitoring of mechanical ventilation and keeping medical staff informed regarding the health of my patients. The patient's ages ranged from 3 months old to 18 years old.

2/2002-12/2002 Adult Intensive Care Unit Nurse, San Juan City Hospital, San Juan P.R.

License and Certifications

Council on Certification of Nurse Anesthetist, certified on 1/06/2006
Florida State Nursing License ARNP 9235422
BLS, ACLS, PALS

Professional Organizations

American Association of Nurse Anesthetist # 074551

Extracurricular Activities

2023 Volunteer work providing anesthesia in Honduras for Eye Surgeries (ACE Global)
2019- Present Owner Optima Property Management, LLC
2015 -Present Owner Optima Health, LLC
2015 -Present Owner of the Yoga Lounge, LLC
2013- Present National Speleological Society Cave Diver Certified
5/2005 Mission Guajira, Aibonito, P.R. Volunteer work providing anesthesia in Venezuela and Colombia with the indigenous populations of the Guajira peninsula.

References

Available upon request.

Boards & Commissions Application

Profile

Charles J
First Name

Hughes
Last Name

cjoenow@gmail.com
Email Address

7144 S Atlantic Avenue 32169
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 265-0413
Primary Phone

Mobile: (386) 383-6600
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

24 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

I own an ILLEGAL DUPLEX, and I'd like to make it LEGAL? I've tried 4 times but with -0- success?

Educational Background

High School

St Xavier

College(s)

Bellarmine/ University of Louisville

Degrees held

Business Degree, MBA -Business, AIA certificate, HVAC License, Gas Appliance Services Certificate.

Upload a Resume

Work Experience

Collado Real Estate
Employer

Realtor/ Property Manager/ Negotiator
Job Title

Please describe your work experience, if any.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Bethune Beach Property Owners Association/ NSB Parrot Head Club/ Police Benevolent Association.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

◉ Yes ○ No

If yes, please provide amplifying information.

I would like to clean up the 7144 Property in Bethune Beach, so its permitted ZONING ALLOWS IT TO BE WHAT IT HAS ALWAYS BEEN, I.E. A DUPLEX>

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Fishing Sailing etc.

References

Name of Reference #1 (Please do not list current elected officials)

Pat Collado

Address of Reference #1

402 Canal Street; NSB,FL 32169 (386)427-0002

Telephone Number of Reference #1

(386)427-0002 EXT 304

Email address of reference #1

pat@colladorealestate.com

Nature of your relationship (business/personal).

Pat Collado is my boss.

Name of Reference #2 (Please do not list current elected officials)

Frank Larned

Address of Reference #2

6217 Donna Circle Port Orange, FL 32127

Telephone Number of Reference #2

(386)788-3585

Email Address of Reference #2

FWL441@earthlink.net

Nature of your relationship (business/personal).

Partner in All Things

Name of Reference #3 (Please do not list current elected officials)

Joe Freshour

Address of Reference #3

490 N Causeway NSB,FL 32169 (386)402-9500

Telephone Number of Reference #3

(386)402-9500

Email address of Reference #3

jumpinJOE@gmail.com

Nature of your relationship (business/personal).

Former business associate

Boards & Commissions Application

Profile

David
First Name

Lannin
Last Name

dlannin34@gmail.com
Email Address

1700 Saxon Drive
Home Address

Suite or Apt

NSB
City

FL
State

32169
Postal Code

Mobile: (901) 326-4614
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Yes

College(s)

Yes

Degrees held

BS Ag Econ

Upload a Resume

Work Experience

Retired
Employer

Retired
Job Title

Please describe your work experience, if any.

Retired CTA. 40 plus yrs in commercial agriculture both International and Domestic.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Involve myself with the community. I have volunteered to serve on an HOA board as VP and President of the ARC.

References

Name of Reference #1 (Please do not list current elected officials)

Brad Miller

Address of Reference #1

6980 Burnt Siena Cir Naples FL 34109

Telephone Number of Reference #1

239-293-2851

Email address of reference #1

iambradleymiller@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Melissa Sloan

Address of Reference #2

6421 Autumn Woods Blvd Naples FL. 34109

Telephone Number of Reference #2

239-682-0993

Email Address of Reference #2

melissasloan@3advice.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Terry Pollard

Address of Reference #3

7070 Sugar Magnolia Cir Naples FL. 34109

Telephone Number of Reference #3

248-302-5093

Email address of Reference #3

cep1934@aol.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Dave Leblanc
First Name

Bill Peterson
Last Name

wjpeterson55@gmail.com
Email Address

611 Mura Court
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (863) 604-5426
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Building Trades Examining Board: Submitted
Code Compliance Board: Submitted
Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

14 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Long Island City H.S.

College(s)

NYCC, NYU

Degrees held

Teachers Certification - NYU

Upload a Resume

Work Experience

Ellison Piping & Plumbing Co. Inc.
Employer

Qualifier
Job Title

Please describe your work experience, if any.

HVAC trades over 50 years, Owner - 25 years, NYC - Vocational H.S. Teacher (Plumbing), Code Enforcement Officers NY - Putnam County, Florida Plumbing Contractor License, Plans Exam, Plumbing Insp, Mechanical Insp. II, Fire Inspector II, AFO Lic, Back Flow Certification Tester, Repair & Surveyor (NYC & New England), Reedy Creek Improvement District Plumbing/Mechanical & Fire Insp. ICC Edu. Committee (8 years), Teach Master Licenses in NY, Connecticut, Florida & CEU education for tradesman & Code Enforcement officers. Consultant for Tradesman. NYState Adj. Instructor

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Served short term on the HOA Board in Promenade Parke as Design Review Committee Chairperson. Served on the Citizens Code Compliance board.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

I am retired to some degree, but still teach in NY on occasion and do presentations on codes for Organizations (PHCC, etc), and I am a qualifier for a Plumbing company located in Alabama that does work in several states across the country including Florida

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Time to give back to the community and hopefully make it a more desirable community to live in

References

Name of Reference #1 (Please do not list current elected officials)

Dave Leblanc

Address of Reference #1

610 Mura Ct. NSB, Fl. 32168

Telephone Number of Reference #1

386-478-9189

Email address of reference #1

dmleblanc56@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Bill Peterson

Address of Reference #2

Not Listed

Telephone Number of Reference #2

386-478-9190

Email Address of Reference #2

wjpeterson55@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Denise Schimanski

Address of Reference #3

611 Mura Ct. NSB, Fl. 32168

Telephone Number of Reference #3

863-604-4062

Email address of Reference #3

dniseslcsw@aol.com

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

David
First Name

Mckenna
Last Name

david@davidmckenna4nsb.com
Email Address

316 Lincoln Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (407) 417-7337
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted
Economic Development Task Force: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2019

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

JF Ross

College(s)

Heritage

Degrees held

B of Theology

Upload a Resume

Work Experience

Epilog Solutions
Employer

CEO
Job Title

Please describe your work experience, if any.

30 years of Sales Leadership

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◐ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Chairman - NSB Police Foundation Board President - Upward Trend Foundation Board NSB representative - Transportation Planning Organization of Volusia County

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◐ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◐ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

My heart is to serve the city of NSB. P and Z is an especially important entity as so much of city interests surround growth and sustainability. My extensive background in business will only assist me as i work together with the board and the city commission to develop and deploy strategic decisions and recommendations.

References

Name of Reference #1 (Please do not list current elected officials)

Sherman Reid

Address of Reference #1

1425 N. Peninsula Avenue, NSB 32169

Telephone Number of Reference #1

813.446.5762

Email address of reference #1

sherman@flaglertavern.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Judy Reiker

Address of Reference #2

464 Bouchelle, #304, NSB 32169

Telephone Number of Reference #2

386.689.5531

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Amy Almester

Address of Reference #3

217 Normandy Ave, NSB 32169

Telephone Number of Reference #3

386.314.4732

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Dustin
First Name

Bell
Last Name

dustindbell40@gmail.com
Email Address

513 Luna Bella Ln
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 444-0951
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Mundelein High School

College(s)

Keiser University

Degrees held

BS Sports and Golf Management

Dustin_Bell_Resume_2025.docx
Upload a Resume

Work Experience

US ARMY
Employer

Asymmetric Warfare Advosor
Job Title

Please describe your work experience, if any.

Rapid solution development for current and emerging threats happing worldwide. Connection of resources for filling capability gaps in a high adrenaline, fast paced environment.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have been a proud resident of New Smyrna Beach with my wife and two young children. After serving 20 years in the U.S. Army, including a decade in special operations, I retired and transitioned into community and business development here in Florida. My professional background includes leadership, management, and program development. I am interested in serving on the Planning and Zoning Board because I care deeply about the responsible growth and development of New Smyrna Beach. This city has given my family a wonderful place to live, and I want to help ensure that future development balances economic opportunity, environmental sustainability, and the preservation of our unique coastal character. I bring a disciplined, team-oriented mindset, strong organizational skills, and a genuine commitment to serving the public. By joining the board, I hope to contribute a thoughtful perspective, represent the interests of families and residents, and support decisions that will benefit both current and future generations of our community.

References

Name of Reference #1 (Please do not list current elected officials)

Michelle Turenne

Address of Reference #1

25 Broadway st New York New York, 10004

Telephone Number of Reference #1

+1 (646) 379-7567

Email address of reference #1

Mturenne@thoracic.org

Nature of your relationship (business/personal).

Supervisor

Name of Reference #2 (Please do not list current elected officials)

Nick Roukas

Address of Reference #2

4051 Roselawn Ave, Columbus, IN, 47203

Telephone Number of Reference #2

(765) 744-2766

Email Address of Reference #2

nick.roukas@gmail.com

Nature of your relationship (business/personal).

Professional, Army Senior Officer

Name of Reference #3 (Please do not list current elected officials)

Dr. David Eubanks

Address of Reference #3

706 Ladyfish Ln New Smyrna Beach FL, 32168

Telephone Number of Reference #3

8477364453

Email address of Reference #3

Davidheubanks@gmail.com

Nature of your relationship (business/personal).

Personal

DUSTIN BELL

BUSINESS DEVELOPMENT/ STRATEGIC PLANNING

P 386.444.0951 E dustindbell40@gmail.com A New Smyrna Beach, FL L in/bellfitcft

OBJECTIVE

Experienced, self-motivated business strategist with an extensive leadership background seeking an opportunity with the city of New Smyrna Beach. Exceptional interpersonal, teambuilding and communication skills – with the ability to analyze, promote and present complex ideas to internal and external stakeholders. Project Management Professional (PMP). Strong understanding of the importance of industry partnerships and the impact these relationships have on navigating and promoting corporate work efforts.

EXPERIENCE

Operations Specialist
First Sergeant – U.S. Army
November 2020 - Present

- Earned Commanding General Cup for Best Human Resources Metrics across the 101" Airborne Division of over 20,000 soldiers
- Facilitated Human Resource onboarding and training for over 500 soldiers
- Mentored and prepared candidates for training in specialized leadership positions
- Successfully organized structured events and planned extensively for developing high-level training and processes
- Familiarity with aspects of Waterfall and Agile methodology (ongoing PMP Certification)

Asymmetric Warfare Special Forces Operational Advisor
January 2016 – November 2020

- Managed training for 1,200 soldiers and civilians on Counter Drone Procedures in a heavily contested combat environment
- Identified, reverse-engineered and implemented rapid solution development on counter Improvised Explosive Devices found in remote locations around the world, saving countless lives
- Nominated by the AWG Command Team to represent the U.S. Army to talk through specific problems and strategic solutions found worldwide to key leaders and White House officials
- Conducted assessments on critical infrastructure stateside and overseas and helped manage a small team to implement solutions to potential problems
- Selected by the New York Department of Emergency Services to create a task force to help manage a major training exercise for over 200 FDNY and NYPD personnel

KEY SKILLS

- PUBLIC POLICY DEVELOPMENT
- STRATEGIC PLANNING
- TEAM BUILDING/LEADERSHIP
- RISK ASSESSMENT
- PROBLEM SOLVING
- FACILITATING PARTNERSHIPS
- COMMUNICATION & STAKEHOLDER BRIEFINGS
- MARKETING DIRECTIVES
- GOVERNMENT AGENCY LIAISON
- COMMUNITY OUTREACH

EDUCATION

Project Management Professional (PMP) Certification

Asymmetric Warfare Group Special Forces Advanced Training

Harvard Business Negotiations class

Master Leaders Course Graduate
Master Sergeant U.S. Army

Bachelor of Science
Business Marketing
Liberty University

Master Fitness Certification
International Sports Science Association

Proficient Microsoft Suite/Teams

RELEVANT COURSES

- JOINT MILITARY FIREPOWER COMMUNICATIONS
- MILITARY DECEPTION & ANALYTICS PLANNERS
- ADVANCED DRIVERS
- SURVIVE/EVADE/RESIST/ ESCAPE STRATEGIC
- SNIPER TRAINING

Guantanamo Bay Liaison – Training and Mentoring
January 2010 – April 2016

- Trained 873 soldiers to assume duties as Guantanamo Bay Detention Facility Guards
- Conducted small unit instruction and practical exercises to ensure proper Standard Operating Procedures were adhered to, including moving detainees throughout the facility
- Travelled to GITMO over 16 times to ensure classes being presented were current and implemented critical instruction changes to the debarment of the U.S. Army
- Chosen to develop an Army-wide program of instruction for court proceedings in GITMO that was adopted throughout all overseas trial services

Sniper Section Sergeant
June 2005 – January 2010

Machine Gunner
March 2003 – June 2005

AWARDS & ACHIEVEMENTS

- Bronze Star Medal x2
- Meritorious Service Medal x2
- Army Commendation Medal with Valor
- Army Commendation Medal x7
- Army Achievement Medal x4
- National Defense Service Medal
- Afghanistan Campaign Medal with 3 Campaign Stars; 4 Tours
- Iraq Campaign Medal with 3 Campaign Stars; 4 Tours
- Inherent Resolve Campaign Medal with Campaign Star
- Global War on Terrorism Service Medal
- Global War on Terrorism Expeditionary Medal
- NCO Professional Development Ribbon x4
- Army Service Ribbon
- Army Overseas Ribbon x5
- NATO Medal
- Combat Infantryman's Badge
- Expert Infantryman's Badge
- Air Assault Badge

REFERENCES

Available Upon Request

- ASYMMETRIC WARFARE GROUP PROFESSIONAL TEAM BUILDING

CERTIFICATIONS

Security Planners Certificate
-Work with security cells of U.S. Embassies, as well as host nations, to ensure security needs are being met

TRUSTED LEADER

- **10 Combat Deployments** (3 Iraq, 4 Afghanistan, 1 Syria, 2 Africa)
- **Top Secret Security Clearance**
- **Conducted Liaison Duties between multiple agencies including the FBI, CIA, DEA, White House and Senior Leaders of the Pentagon**
- **20 Years Military Service in the U.S. Army (retired 2022)**

COMMUNITY MINDED

Boards & Commissions Application

Profile

Gary
First Name

Eliopoulos
Last Name

gary@eliarch.com
Email Address

301 S. Orange St.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (561) 715-6635
Primary Phone

Business: (561) 276-6011
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

○ Yes ◉ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

4 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Chelmsford High School, Ma

College(s)

Pratt Institue, NY

Degrees held

Bachelor's in Architecture

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Upload a Resume

Work Experience

GE Architecture Inc.
Employer

President
Job Title

Please describe your work experience, if any.

Been practicing architecture in South Florida since the early 1990's and have been fortunate to have worked on all kinds of projects ranging from government buildings, historic preservation, commercial and high-end residential. I have severed on many city boards over the years, various volunteer community charrettes (City Master Plans, Pineapple Grove Main St Plan, Lake Ida Design Guidelines, Beach Overlay Guidelines) to name a few.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

◉ Yes ○ No

If yes, please provide amplifying information.

Currently do not have have any business ties in New Smyrna but do plan on doing architecture within the next year or two.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I would like to continue serving on boards, like I have done for the City of Delray Beach over the last 30 years or so for New Smyrna Beach. I believe my architectural background can be an asset to a board like Planning and Zoning.

References

Name of Reference #1 (Please do not list current elected officials)

Mr. David Schmidt

Address of Reference #1

Simon and Schmidt 766 SE 5th Ave Delray Beach, Fl. 33483

Telephone Number of Reference #1

561-278-2601

Email address of reference #1

david@simonandschmidt.com

Nature of your relationship (business/personal).

business

Name of Reference #2 (Please do not list current elected officials)

Ms. Evelyn Dobson

Address of Reference #2

CEO, Delary Beach Land Trust 145 SW 12th Ave Delray Beach, 33444

Telephone Number of Reference #2

561-243-7500

Email Address of Reference #2

dobsoon@mydelraybeach.com

Nature of your relationship (business/personal).

business

Name of Reference #3 (Please do not list current elected officials)

Mr. David Brandt

Address of Reference #3

Executive Director, HFA of Palm Beach County 100 Australian Ave, Suite 410 West Palm Beach, 33406

Telephone Number of Reference #3

561-233-3652

Email address of Reference #3

dbrandt@pbcgov.org

Nature of your relationship (business/personal).

business

GARY P ELIOPOULOS
CURRICULUM VITAE
PRINCIPAL

Mr. Eliopoulos has been practicing architecture in the State of Florida since 1985, during which time he has developed an extensive portfolio of work and knowledge pertinent from custom high-end residential homes to hospitality and commercial development.

EDUCATION

PRATT INSTITUTE Bachelor of Architecture, 1985

REGISTRATION

Architect: Certified: Florida # AR 0017527
Certified: Maine # 2544
Certified: New Hampshire #2899
NCARB # 41,939

PROFESSIONAL AFFILIATIONS

Member	**Palm Beach County Housing Finance Authority Advisory Board**
Vice President	**Delray Beach Community Land Trust**
Former President	Delray Beach Community Land Trust
Member	American Institute of Architects – National, State and Palm Beach County
Former Member	Delpac
Former Vice Mayor	City of Delray Beach
Former Vice Chair	South Central Regional Wastewater Treatment and Disposal Board
Former Member	Palm Beach County Cultural Council
Former Member	Palm Beach County Tourist Development Council
Former Member	Lake Ida Property Owners Association - “Design Guidelines”
Former Vice Chair	City of Delray Planning and Zoning (2005 - 2007)
Former Member	Beach Property Owners Association - “Design Guidelines”
Former Member	Design Guidelines, Pineapple Grove Main Street
Former Chairman	City of Delray Beach Site Plan Review and Appearance Board (2001 - 2004)
Former Vice Chair	City of Delray Beach Planning and Zoning Board (1995 - 2000)
Former Vice Pres.	Pineapple Grove Main Street Executive Committee
Former Member	School Advisory Council, Pine Grove Elementary School
Former Chair	Large Home Task Force
Former Member	Leadership Delray

Boards & Commissions Application

Profile

George
First Name

Kennedy
Last Name

kennedynsb@gmail.com
Email Address

1608 Beacon St
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 882-2828
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

6 years 7 months

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Harlingen High School, Texas

College(s)

University of Houston

Degrees held

BS Civil Engineering

George_Kennedy_Board_Application.pdf
Upload a Resume

Work Experience

Construction
Employer

Construction Management
Job Title

Please describe your work experience, if any.

35 years in Construction Management and General Contracting. Florida Certified Contractor License # CGC032791.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

None

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Active at St Peters The Fisherman Episcopal Church; active with a Makers Space group to establish a local shop; boating and golf.

References

Name of Reference #1 (Please do not list current elected officials)

Mike Wood

Address of Reference #1

1607 Beacon St

Telephone Number of Reference #1

386-871-8412

Email address of reference #1

Nature of your relationship (business/personal).

Neighbor (personal)

Name of Reference #2 (Please do not list current elected officials)

Kevin Para

Address of Reference #2

504 Downing St

Telephone Number of Reference #2

386-566-9673

Email Address of Reference #2

kevin@nsblifestyle.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

John Schmid

Address of Reference #3

Schmid Construction, 15690 W Colonial, Winter Garden, FL 34787

Telephone Number of Reference #3

352-243-3720

Email address of Reference #3

john@schmidconstruction.com

Nature of your relationship (business/personal).

(business, last employer)

Nichol Fisher

Professional Summary

New Smyrna Beach, FL 32168
nichol.fisher@yahoo.com
+1 931 436 3173

Positive and diligent professional, effective at promoting resident satisfaction by addressing concerns, spearheading repairs and implementing updates to enhance the property. Talented Community Association Manager with demonstrated operational and leadership skills. Offering 4 years of community/property management experience paired with goal-oriented and performance-minded approach.

Authorized to work in the US for any employer

Work Experience

Community Association Manager

KLGB Inc. - New Smyrna Beach, FL
November 2022 to Present

Accounting
Answer phones
Make deposits

Community Association Manager

Sentry Management - New Smyrna Beach, FL
August 2020 to November 2022

• Manage the daily operations of a condominium association with over 100 units.
• Oversee and enhance work of 2 on site maintenance members to promote optimal efficiency and obtain necessary results
• Respond to Common Area Maintenance inquiries
• Administer property-related budgets, review invoices and track costs
• Analyze and evaluate monthly and quarterly financial statements
• Promote positive company and owner relationships through proactive attention to concerns
• Deliver emergency 24-hour on-call service for owners on building issues
• Keep property in compliance with local, state and federal regulations

Office Coordinator

Sun Communities - Orange City, FL
August 2018 to August 2020

• Coordinated with Community Manager on routine and ongoing projects
• Use of paperless environment, set up resident email and community Facebook
• Online banking deposits of residents rent and utility payments
• Assisted in home inspections
• Reported on daily office activities to help the manager stay on top of dynamic conditions and make proactive decisions

• Managed office activities by maintaining communication between owners, tracking records and filing all documents
• Worked to collaboratively with maintenance staff to maintain smooth operations and team readiness for unexpected demands

Education

Associate in Arts (AA) in General Studies
Daytona State College - Daytona Beach, FL
August 2017 to September 2019

Skills

- Microsoft Outlook Calendar
- Microsoft Word
- Fair Housing regulations
- Microsoft Excel
- Dedicated Team Player
- Creative and Adaptable
- Community Guidelines Enforcement
- Able to Mulit-task
- Critical Thinking
- Maintenance Oversight
- Effective Planning
- Violation Resolution
- Microsoft Outlook
- Professional and mature
- Strong Customer Relations Skills
- Project Coordination
- Yardi
- Office Management
- Property Management
- Administrative Experience

Certifications and Licenses

Community Association Manager
September 2022

Certified Notary Public
April 2024

Boards & Commissions Application

Profile

Jeffrey
First Name

Lawrence
Last Name

jeffrey.lawrence2013@gmail.com
Email Address

51 Bogey Cir
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 314-7876
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

8 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Northeast High

College(s)

Santa Fe College

Degrees held

Microsoft Office certified

Lawrence__Jeffrey_-_Planning___Zoning_Board_Application.pdf
Upload a Resume

Work Experience

Please see below
Employer

Please see below
Job Title

Please describe your work experience, if any.

40 years with Kraft Nabisco. Sales and logistics.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Volunteer firefighter, HOA president. My company B' On Time Concierge has adopted 27 Ave Beachside park.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

My buisness provides schedule airport transportation. I am home based with no brick and mortar. I live beachside NSB.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Life long Floridian who grew up in Ft.Lauderdsle. I’ve seen how important planning and zoning is on the overall health of a community.

References

Name of Reference #1 (Please do not list current elected officials)

Vicki Langrell

Address of Reference #1

2931 Gibraltar Blvd New Smryna Beach, FL 32168

Telephone Number of Reference #1

(253) 283 - 1704

Email address of reference #1

vicki.langrell@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

John Vazquez

Address of Reference #2

248 Golf Club Drive New Smyrna Beach, FL 32168

Telephone Number of Reference #2

(386) 314 - 9044

Email Address of Reference #2

nsbrealtor@cfl.rr.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Steve Gorny

Address of Reference #3

Paradise Beach Weddings

Telephone Number of Reference #3

386-690-4555

Email address of Reference #3

paradisebeachweddingsnsb@gmail.com

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Joel
First Name

Paige
Last Name

conchkey83@yahoo.com
Email Address

827 E 12th Avenue
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 410-9179
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Charter Review Committee: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

18 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Massapeque HS

College(s)

nassau state college, Suffield University, Lamar University, New Mexico Tech, San Francisco State College, Sonoma State College, San Francisco City Collge

Degrees held

AA, Hazmat, EMT, BA Wildland Fire training, Incident Response to Terrorist Bombings and Awareness Training,Advanced Firefighter Training National Wildfire Coordinating Group, PDF Laws of Contracts 1200,Real Estate school , BS Fire Science

Paige_-_EDAB.pdf
Upload a Resume

Work Experience

San Francisco Fire Department, Electrician
Employer

T/Lt
Job Title

Please describe your work experience, if any.

20 years of experience and retired from Fire Dept., 2 years electrician prior to Fire Dept employment. General construction, restaurant management 13 years in NSB, ranch and farm owner

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

NSB Mayoral Candidate 2018, NSB Commissioner candidate, zone 3, Smyrna Surfari Club, NSB Surf film festival, NSB Balloon Festival, Babe James Basketball league, YMCA Basketball league, Homes for Our Troops

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

community service to enhance and grow our city in an intelligent and livable manner keeping the quality of life and health we now enjoy.

References

Name of Reference #1 (Please do not list current elected officials)

Palmer Wilson

Address of Reference #1

Donlon St New Smyrna Beach

Telephone Number of Reference #1

386-6635461

Email address of reference #1

wilsonpd@bellsouth.net

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Patricia Cobb

Address of Reference #2

28 Richmond Drive New Smyrna Beach

Telephone Number of Reference #2

386-314-3662

Email Address of Reference #2

Triciacobb@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Dan Taylor

Address of Reference #3

26 Richmond Drive New Smyrna Beach

Telephone Number of Reference #3

386-314-9372

Email address of Reference #3

danieljackksontaylor@gmail.com

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

John
First Name

Kirk
Last Name

jk32168@gmail.com
Email Address

760 W 7th St
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 871-7942
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Lifetime

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School

College(s)

Daytona Beach Community College, University of Central Florida

Degrees held

AA, BA

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Upload a Resume

Work Experience

Mainstreet Community Bank of Florida
Employer

Vice President/Loan Officer
Job Title

Please describe your work experience, if any.

Business owner (Bakery), prior Mortgage Company Owner, prior Residential Contractor Banking for over 50 years

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Prior President of the local Optimist Club which serves children, and while living in Daytona Beach, was a member of the Daytona Beach Community Police Advisory Board. Many years ago, I was on the New Smyrna Beach Police Pension Board. Please note that I listed prior Commissioner Sachs as a reference as he indicated that he would vote for me to join the P&Z Board if I were to apply. I was only communicated with him with the city phone and email, so I do not have his personal email and phone.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am a direct descendant of a Menorcan family. My family has lived here for several generations, and my Father worked on the railroad until the strike and then was a fireman here in New Smyrna Beach. My Mother was a local elementary school teacher at Read Patillo Elementary School. My Grandfather was a prior City Commissioner many years ago, so my history runs deep. I am particularly interested in this board and the future of our community. I have strong property rights beliefs as long as the activity does not negatively impact the community. I am currently working remote and can adjust my schedule to accommodate Board meetings and plan to retire next year.

References

Name of Reference #1 (Please do not list current elected officials)

Bob Corhern

Address of Reference #1

1903 Saxon Drive, New Smyrna Beach, Fl 32168

Telephone Number of Reference #1

386-690-6985

Email address of reference #1

bcorhern@me.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Jake Sachs

Address of Reference #2

1387 Alligator Drive, Panacea, Fl

Telephone Number of Reference #2

unknown

Email Address of Reference #2

unknown

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Jackie Jessup

Address of Reference #3

1529 Umbrella Tree Dr., Edgewater, Fl 32132

Telephone Number of Reference #3

386-428-3085

Email address of Reference #3

caj1979@hotmail.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Kyle		Sawchuk

ksawchuk@ecslimited.com
Email Address

837 Dougherty Street
Home Address

Unit #2
Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 488-2045
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Just moved to NSB from Ft. Lauderdale

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

San Jauquin High School

College(s)

Florida Atlantic University

Degrees held

Bachelors in Architecture (BArch)

Kps-Resume.pdf
Upload a Resume

Work Experience

ECS Limited
Employer

Architect-Code Compliance
Senior Project Manager
Job Title

Please describe your work experience, if any.

I'm a Florida State Licensed Architect, Contractor, Building Inspector, Plans Examiner with 25 years of design & construction industry experience.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I love my wife and kids, they are number one. Camping, fishing, surfing, skateboarding, art, building

References

Name of Reference #1

Victor Faltas, PE

Address of Reference #1

2330 South Nova Drive South Daytona, FL

Telephone Number of Reference #1

386-846-0824

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2

Deanna Atkinson

Address of Reference #2

1406 NE 18th Ave Ft. Lauderdale, FL

Telephone Number of Reference #2

754-265-5389

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3

Brian Putnam

Address of Reference #3

5732 NW 119th Dr Coral Springs, FL

Telephone Number of Reference #3

954-593-3046

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Kyle Sawchuk, RA
5732 NW 119th Drive
Coral Springs, FL
33076
(561) 710-8365
kyle.sawchuk@yahoo.com

Key Qualifications

- Florida Building Code-Special Inspector and Architectural and Structural Plans Examiner
- Experience as an Architect in the design and construction of large and commercial public facilities, including experience as a manager of staff
- Experience in educational facility planning, design and construction
- Ensure adherence to good safety procedures
- Follow Federal and State laws, as well as School Board policies
- Working knowledge in the application of Florida Administrative Code, Florida Building Code, and the Educational Facilities (SREF) and procedures pertaining to construction of educational facilities
- Effective verbal and written communication skills.
- Knowledge of LEED and/or Green Building standards
- Have performed other assigned duties consistent with the goals and objective of this position as assigned by the immediate supervisor or designee.
- Code review and enforcement
- Architectural & Construction Document Quality Assurance / Quality Control
- Coordination of Structural, Mechanical, Electrical, Plumbing and other building systems on construction documents
- Strong project management skills
- Coordination of multi-disciplinary consultants and sub-contractors
- Quality Assurance/Quality Control
- Construction Administration and Coordination
- Municipality coordination and permit processing
- Knowledge of building codes, laws, regulations and rules
- Experienced with the permitting process of county/municipal agencies and building departments
- Ability to read and interpret Contract Documents
- Serve as liaison to resolve code issues disputes between plans examiners and consultants
- Ability to select, supervise and evaluate professional, technical and clerical staff
- Frequent interaction with architects, engineers and contractors regarding the submission of Construction Documents that meet minimum code requirements as required by FS 553.80
- Conducted inspections and assisted with code interpretations as needed
- Review building plans, specifications, and the work of private architects, engineers and district staff engaged in projects for The School Board of Broward County, Florida to ensure compliance with Florida Building Code
- Assist the Chief Building Official and the Assistant Building Official in the establishment of work related procedures and polices
- Enforce Federal Emergency Management Agency (FEMA) rules and regulations
- Ensure compliance with accessibility requirements for Children's Environments and the Handbook for Public Playground Safety
- Provide professional, technical architectural expertise by supervising, managing or participating in the design and production of construction documents for district in-house projects for educational facility and ancillary buildings
- Conduct investigations, inspections, and surveys of SBBC sites and buildings in order to ascertain their existing physical status and feasibility of proposed construction, remolding, renovations, alterations and compliance with applicable codes
- Assist with code interpretations as requested
- Approve, sign and seal construction documents prepared under his own supervision as applicable to the architecture discipline and as allowed by Florida Codes and Statues

Experience (18 years)

The Office of Architecture, Fort Lauderdale, FL

President, Director of Design & Construction -2013-Present

- Prepare Architectural Proposal
- Supervise and manage employs to meet design deadlines and code compliance
- Code research, analysis and implementation
- Performing building inspections
- Prepare detailed construction reports and analyses
- Owner's representation and coordination
- Preparing and reviewing construction contracts
- Designing Life Safety Plans
- Architectural design
- Design / Build

Projects include:

- Cacic Lofts, Deerfield Beach, FL
- Doctor's Office, Lake Worth, FL
- Think Escape, Fort Lauderdale, FL
- HOOD Distribution, Delray Beach, FL
- Hilex Water Remediation, West Palm Beach, FL
- Affordable Home Health Care, Fort Lauderdale, FL
- Plaza North Condominium, Fort Lauderdale, FL
- Gerdau Steel, Dania Beach, FL
- Sorgente Fire, Fort Lauderdale, FL
- Walenz Residence, Pompano Beach, FL
- Jones Residence, Ft. Lauderdale, FL
- Metro PCS, Miami FL
- Taco Shop, Pompano Beach, FL
- Rolyn Water Remediation, Miami Beach, FL

School Board of Broward County, Fort Lauderdale, FL

Senior Architect, Plans Examiner and Building Inspector -2019-2022

- Review of contract documents for Florida Building Code 2017 compliance
- Coordination with Design Professionals and Project Management
- Review drawings for code compliance with the Florida Building Code 2017
- Review design documents for compliance with Florida Statue 1013
- Implement School Board of Broward County Design Criteria
- Coordination of documents for compliance for State Requirements for Educational Facilities 2014
- Coordinate with team members across multiple disciplines for code compliance and clash detections
- Architectural, Structural & Life Safety Building Inspections
- Prepare project reports from plan review and building inspections
- Analysis engineering calculations for Florida Building Code 2017 compliance
- Review Project Manuals, Project Binders and Specifications to meet Broward County School Board's standards
- Review consultant's construction documents in order to ensure constructability and compliance with applicable codes, SBBC Design Criteria and standards, regulations and educational specifications
- Plan, schedule and review building plans, specifications and the work of private architects, engineers, and District personal engaged in projects for the School Board of Broward County to verify compliance with applicable codes

Projects include:

- Cypress Bay Senior High School, Weston, FL
- Flanagan Charles Senior High School, Pembroke Pines, FL
- Margate Elementary, Fort Lauderdale, Oakland Park, FL
- Nova Blanche Forman Elementary, Davie, FL
- Oriole Elementary, Lauderdale Lakes, FL
- Piper Senior High School, Sunrise, FL
- Plantation Park Elementary, Plantation, FL

West Architecture + Design, Lake Worth, FL

Senior Project Architect -2011-2013

- Preparation/Coordination of Proposals and Contracts
- Developing Spatial Programs
- Preliminary Budget Estimates
- Architectural Project Scheduling
- Client, Municipality and Construction Administration Meetings
- Administration of Project Phases-Pre-Design through Project Close-out

Projects include:

- BR Maintenance Facility, Liberia, Africa
- BR Port Master Plan, Liberia, Africa
- 219 South Dixie Highway, Lake Worth, FL
- Haverhill Medical Office, West Palm Beach, FL
- 1955 N.E. 4th Street, Deerfield Beach, FL
- Faith Farm Dormitories, Fort Lauderdale, FL
- PBIR Pit Suites, West Palm Beach, FL
- Soprema Offices, Pompano Beach, FL

CJL Engineering, Pittsburgh, PA

BIM Specialist / Virtual Construction Coordinator -2010-2011

- Virtual electrical design through Building Information Modeling
- Virtual Construction Coordination

Projects include:

- UPMC East, Monroeville, PA
- University of Pittsburgh Salk Hall, Pittsburgh, PA

JSA Architects, Pittsburgh, PA

Junior Architect -2005-2006,2008-2009

- Coordinated major consultants in development of contract documents
- Developed complex Building Information Models in Revit
- Attended client/construction meetings.

Projects included:

- Dicks Sporting Goods, Nationwide
- Brooks Brothers, Nationwide
- LA Fitness, Nationwide

EDGE Studio, Pittsburgh, PA

Job Captain -2006 – 2008

- Worked with team members to develop construction documents
- Provided Construction Administration assistance
- Analyzed and implemented IBC and ANSI into projects
- Developed specifications and researched product and materials

Projects included:

- Carnegie Museum Trash Enclosure, Pittsburgh, PA
- New Hazlet Theater, Pittsburgh, PA
- Erie Art Museum, Erie, PA
- Forbes Stevenson, Pittsburgh, PA
- University of Pittsburgh, Benedum Hall, Pittsburgh, PA

Joe Gallo General Contractor, Fort Lauderdale, FL

Project Manager -1998 – 2005

- Specialized in residential/commercial remodels and additions
- Assisted the general contractor in construction document reading, coordination of sub-contractors, and quality management.

Education

- Florida International University, MSCM-Present
- Florida Atlantic University, Bachelor of Architecture, BArch

Certifications

- Florida Licensed Registered Architect, AR96356
- Florida Certified Building Contractor, CBC1260624
- Florida Licensed Standard Plans Examiner, PX4440
- Florida Licensed Building Inspector, BN7992
- Florida Statute 468 Plans Examiner Certification
- 2017 23-Hour Advanced State Requirements for Educational Facilities
- LEED Green Associate
- Construction Document Technologist, CDT

Affiliations

- USGBC Palm Beach- Residential Homes Committee Chair-2012-2013
- City of Fort Lauderdale-Community Appearance Board 2011-2012
- Emerge Broward Leadership Organization-2011-2013

Awards

- AIA Award of Merit, Architectural Design: Erie Art Museum, 2011
- AIA Award of Merit, Architectural Design: MCSI, 2011
- AIA Award of Merit, Architectural Design: Carnegie Museum Trash Enclosure,2007
- AIA Honorable Mention, Student Portfolio Competition: Student Work,2003
- Honorable Mention, FAUSA Bi-Annual Design Charette: The Park Home Design,2003
- AIA Award of Honor, Poster Contest: Students Works,2003

References available upon request

Kyle Sawchuk, RA
5732 NW 119th Drive
Coral Springs, FL
33076
(561) 710-8365
kyle.sawchuk@yahoo.com

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- Florida Building Code-Special Inspector and Architectural and Structural Plans Examiner
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- Follow Federal and State laws, as well as School Board policies
- Working knowledge in the application of Florida Administrative Code, Florida Building Code, and the Educational Facilities (SREF) and procedures pertaining to construction of educational facilities
- Effective verbal and written communication skills.
- Knowledge of LEED and/or Green Building standards
- Have performed other assigned duties consistent with the goals and objective of this position as assigned by the immediate supervisor or designee.
- Code review and enforcement
- Architectural & Construction Document Quality Assurance / Quality Control
- Coordination of Structural, Mechanical, Electrical, Plumbing and other building systems on construction documents
- Strong project management skills
- Coordination of multi-disciplinary consultants and sub-contractors
- Quality Assurance/Quality Control
- Construction Administration and Coordination
- Municipality coordination and permit processing
- Knowledge of building codes, laws, regulations and rules
- Experienced with the permitting process of county/municipal agencies and building departments
- Ability to read and interpret Contract Documents
- Serve as liaison to resolve code issues disputes between plans examiners and consultants
- Ability to select, supervise and evaluate professional, technical and clerical staff
- Frequent interaction with architects, engineers and contractors regarding the submission of Construction Documents that meet minimum code requirements as required by FS 553.80
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- Enforce Federal Emergency Management Agency (FEMA) rules and regulations
- Ensure compliance with accessibility requirements for Children's Environments and the Handbook for Public Playground Safety
- Provide professional, technical architectural expertise by supervising, managing or participating in the design and production of construction documents for district in-house projects for educational facility and ancillary buildings
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- Think Escape, Fort Lauderdale, FL
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- Hilex Water Remediation, West Palm Beach, FL
- Affordable Home Health Care, Fort Lauderdale, FL
- Plaza North Condominium, Fort Lauderdale, FL
- Gerdau Steel, Dania Beach, FL
- Sorgente Fire, Fort Lauderdale, FL
- Walenz Residence, Pompano Beach, FL
- Jones Residence, Ft. Lauderdale, FL
- Metro PCS, Miami FL
- Taco Shop, Pompano Beach, FL
- Rolyn Water Remediation, Miami Beach, FL

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- BR Port Master Plan, Liberia, Africa
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- Haverhill Medical Office, West Palm Beach, FL
- 1955 N.E. 4th Street, Deerfield Beach, FL
- Faith Farm Dormitories, Fort Lauderdale, FL
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- Virtual electrical design through Building Information Modeling
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Projects include:

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- University of Pittsburgh Salk Hall, Pittsburgh, PA

JSA Architects, Pittsburgh, PA

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- Brooks Brothers, Nationwide
- LA Fitness, Nationwide

EDGE Studio, Pittsburgh, PA

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- University of Pittsburgh, Benedum Hall, Pittsburgh, PA

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- Florida Atlantic University, Bachelor of Architecture, BArch

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- Florida Licensed Registered Architect, AR96356
- Florida Certified Building Contractor, CBC1260624
- Florida Licensed Standard Plans Examiner, PX4440
- Florida Licensed Building Inspector, BN7992
- Florida Statute 468 Plans Examiner Certification
- 2017 23-Hour Advanced State Requirements for Educational Facilities
- LEED Green Associate
- Construction Document Technologist, CDT

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- USGBC Palm Beach- Residential Homes Committee Chair-2012-2013
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- AIA Award of Merit, Architectural Design: MCSI, 2011
- AIA Award of Merit, Architectural Design: Carnegie Museum Trash Enclosure,2007
- AIA Honorable Mention, Student Portfolio Competition: Student Work,2003
- Honorable Mention, FAUSA Bi-Annual Design Charette: The Park Home Design,2003
- AIA Award of Honor, Poster Contest: Students Works,2003

References available upon request

Boards & Commissions Application

Profile

Dave
First Name

Walton
Last Name

pdwcg@verizon.net
Email Address

3529 Tuscany Reserve Blvd.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (571) 264-1952
Primary Phone

Mobile: (571) 264-1953
Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3.5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

DuPont Senior High School

College(s)

Middle Tennessee State University

Degrees held

BBA, MBA, Master of Accounting

Dave_Walton_Resume.doc
Upload a Resume

Work Experience

Professional Management Corp.
Employer

Subject matter expert on Accounting, Finance, and systems
Job Title

Please describe your work experience, if any.

Contractor to Department of Homeland Security for accounting systems, and audits

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Tuscany Reserve HOA

Please describe any community board, groups or events you have been involved with:

HOA for Venetian Bay, HOA for subdivision in Manassas, Virginia

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

( ) Yes (•) No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I had a career in the military as a pilot and Chief Financial Officer of major installations and lived all over the United States. I like being a part of the communities where I live and giving back to those communities. When I wake up tomorrow, I do not want to be just another day older, I want to be part of something larger that myself.

References

Name of Reference #1 (Please do not list current elected officials)

Dave Walton

Address of Reference #1

3525 Tuscany Reserve Blvd. New Smyrna Beach, FL 32168

Telephone Number of Reference #1

912-266-7677

Email address of reference #1

Walter129@att.net

Nature of your relationship (business/personal).

Business and Personal

Name of Reference #2 (Please do not list current elected officials)

Kip Causey

Address of Reference #2

3538 Tuscany Reserve Blvd. New Smyrna Beach. FL 32168

Telephone Number of Reference #2

804-357-1440

Email Address of Reference #2

jkcauseysr@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Tony Otte

Address of Reference #3

3530 Grand Tuscany Way New Smyrna Beach, FL 32168

Telephone Number of Reference #3

863-605-1743

Email address of Reference #3

tony.otte@gmail.com

Nature of your relationship (business/personal).

Business and Personal

Paul D. (Dave) Walton

3529 Tuscany Reserve Blvd. New Smyrna Beach, FL 32168
pdwcg@verizon.net, (571) 264-1952

Education

Bachelor of Business Administration, Middle Tennessee State University
Major – Business Management
Master of Business Administration, Texas A&M University at Corpus Christi
Master of Accounting, University of South Alabama

Certifications

Certified Public Accountant (CPA), in Alabama and Virginia, Retired
Certified Management Accountant (CMA)
Certified Government Financial Manager (CGFM)
Commercial Pilot's License for Helicopter and Airplane
Eagle Scout

Work Experience

2006 – 2012: Contractor to Department of Homeland Security, subject matter expert and Program Manager in accounting, finance and auditing

2002 – 2005: Federal Civil Service for the Departments of Homeland Security and Defense as a supervisory finance officer, implemented new financial systems, produced financial statements, and primary agency liaison for audits.

1998-2002: Contract finance officer for two organizations, one was an energy company where I conducted financial analysis for mergers and acquisitions. The other was a not-for-profit organization where I was the Chief Financial Officer.

1984-1998: U. S. Coast Guard – Search and rescue instructor pilot, major installation comptroller and Chief Financial Officer, overseeing multi-million-dollar service contracts at two locations with over one hundred personnel supervised. Law enforcement officer for Western Gulf of Mexico and East Texas.

1976-1984: U.S. Army – Company executive officer, commanding officer, finance and budget officer and pilot.

Teaching Experience

Park University – Fort Myer, VA campus 1993 to 1996, Economics, Finance and Accounting
Emery Riddle Aeronautical University – Mobile, Al campus 1998 Accounting
Strayer University – Washington DC campus 2005 Accounting
Northern Virginia Community College – Woodbridge. VA campus 2006 Business

Awards and Decorations

Airborne Badge, Ranger Tab, Air Assault Badge, Two Aviator Badges along with 39 additional decorations and awards

Security Clearance Highest Held: Top Secret Cosmic Atomal

Boards & Commissions Application

Profile

Robert
First Name

Werner
Last Name

bob@coastalclaims.net
Email Address

1059 Turnbull Creek Road
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 937-2806
Primary Phone

Business: (386) 314-0074
Alternate Phone

Which Boards would you like to apply for?

Building Trades Examining Board: Appointed
Turnbull Creek Land Preservation Committee: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

36 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

N/A

Educational Background

High School

Miami Springs High School

College(s)

Daytona State College

Degrees held

Criminal Justice & Photographic Technology

Werner__Robert_-_TCLPC_Application.pdf
Upload a Resume

Work Experience

Please See Below
Employer

Please See Below
Job Title

Please describe your work experience, if any.

Coastal Claims Services, COO; Sunset Marine Contracting, Contractor; U.S. Fish & Wildlife Service, BioTech, Environmental Edu,

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Turnbull Creek preservation Association Board

Please describe any community board, groups or events you have been involved with:

Mason, Organize and run Turnbull Bay cleanup, Volunteer @ Burns Sci Tech, Active in Local Commission

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have a good rapport with the City of New Smyrna Beach, I sit on two boards for the city currently,

References

Name of Reference #1 (Please do not list current elected officials)

Matt Peterson

Address of Reference #1

418 Canal Street New Smyrna Beach, FL

Telephone Number of Reference #1

(386) 428 - 2464

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Dale Williams

Address of Reference #2

198 Arbor Lane Edgewater, FL

Telephone Number of Reference #2

(386) 451 - 2731

Email Address of Reference #2

Nature of your relationship (business/personal).

personal/ performed work for in past

Name of Reference #3 (Please do not list current elected officials)

Doug Mullan

Address of Reference #3

918 East 1st Ave New Smyrna Beach, FL

Telephone Number of Reference #3

(340) 513 - 8666

Email address of Reference #3

Nature of your relationship (business/personal).

Worked in New Smyrna Bch Many Years

Boards & Commissions Application

Profile

Teresa
First Name

Corbett
Last Name

teresacorbett386@gmail.com
Email Address

803 E 13th Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 694-0456
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Planning & Zoning Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Parents moved here in 1987 we bought a business here in 2013 and moved here full time in 2019

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Titusville High School

College(s)

Valencia College

Degrees held

Associates of Arts - 1987 Bachelor of Applied Science - Business and Organizational Leadership - 2020 Ongoing - MBA in Entrepreneurship and Family Enterprise - 2020 - present

Teresa_Corbett_Zoning_Board_Resume_and_Statement_FINAL.pdf
Upload a Resume

Work Experience

Kincaid Realty / Self Employed Small Business Owner
Employer

Realtor / Owner Operator of Angel Inn the Sand, LLC
Job Title

Please describe your work experience, if any.

I am currently an active Realtor for Kincaid Realty, owner and primary operator of Angel Inn the Sand, LLC a beachfront vacation rental property. In addition I am a managing partner at Murru Associates, LLC, a Marine Consulting Business, helping to design and develop large scale animal habitats in addition to being a marine animal welfare expert working primarily with the American Humane Society as an Animal Welfare Auditor for Zoo's and Aquariums worldwide.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Board of Realtors, Sophie's Circle Dog Rescue, American Humane Society - Animal Welfare Auditor. Pro-bono work for neighbors to assist with emergency permitting and grant applications following Hurricanes Ian and Nicole of 2022 with FDEP Florida Department of Environmental Protection, Volusia County and the City of New Smyrna.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

We own a small business / beachfront vacation rental but I do not foresee any financial interests or business ties that could come before the board. We currently have it listed on the market to sell so that my husband can enjoy his retirement!

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

My interest in serving on the City of New Smyrna Beach Zoning and Planning Board stems from a lifelong belief in common-sense solutions that put our friends, family, neighbors, and citizens first. Having lived and worked in New Smyrna Beach for many years, I care deeply about the balance between growth, sustainability, and preserving the character of our coastal community. With over 35 years of professional experience in operations management, real estate, environmental permitting, and community development, I bring a strong understanding of both the business and regulatory sides of planning. My work assisting residents with emergency coastal permitting and FEMA grants after Hurricanes Ian and Nicole gave me firsthand insight into how thoughtful zoning decisions can protect our neighborhoods and strengthen community resilience. I believe that progress comes from collaboration, innovation, and common sense — working together as friends, family, and neighbors, while leveraging modern technology and transparent communication. My goal is to help ensure that New Smyrna Beach continues to thrive as a place where businesses, families, and the environment coexist harmoniously. Serving on this board would allow me to contribute my leadership experience, practical problem-solving approach, and passion for community service toward maintaining the unique charm and livability of our city.

References

Name of Reference #1 (Please do not list current elected officials)

Roger Kincaid

Address of Reference #1

141 Canal St, New Smyrna Beach, FL 32168

Telephone Number of Reference #1

386-846-0049

Email address of reference #1

roger@rogerkincaid.com

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Buddy Davenport

Address of Reference #2

1305 State Rd 44, New Smyrna Beach, FL 32168

Telephone Number of Reference #2

386-405-0681

Email Address of Reference #2

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #3 (Please do not list current elected officials)

Glenn Ringel

Address of Reference #3

1207 Hill Street New Smyrna Beach, FL 32169

Telephone Number of Reference #3

407-697-3150

Email address of Reference #3

glennringel@gmail.com

Nature of your relationship (business/personal).

Personal

Teresa “Teri” Corbett

803 E 13th Ave | New Smyrna Beach, FL 32169
teresacorbett386@gmail.com |407-694-0456
teri@murruassociates.com |www.murruassociates.com
reservations@angelinnthesand.com |www.angelinnthesand.com

Professional Summary

Accomplished business and operations executive with over 35 years of leadership experience across hospitality, real estate, environmental permitting, and community development. Proven record managing large-scale operations, multi-million-dollar budgets, and cross-functional teams exceeding 300 employees. Skilled in strategic planning, zoning and permitting compliance, property management, and sustainable development. Recognized for clear communication, integrity, and effective collaboration with government agencies and community stakeholders.

Currently serving as a Florida-licensed Realtor® and Environmental Permit Specialist assisting coastal property owners in New Smyrna Beach and surrounding areas with emergency permitting and resiliency projects.

Core Competencies

Municipal & Environmental Compliance: Zoning • Permitting • Emergency Coastal Armoring • Environmental Grants

Strategic & Community Leadership: Policy Development • Public Relations • Interagency Coordination • Community Advocacy

Real Estate & Property Management: Residential & Investment Sales • Vacation Rentals • Valuation • Development Oversight

Operations & Business Management: Budgeting • Staff Development • Process Optimization • Start-Up Program Leadership

Marketing & Communication: Public Outreach • Social Media • Stakeholder Engagement • Brand & Tourism Promotion

Professional Experience

Realtor® | Kincaid Realty – New Smyrna Beach, FL (2021 – Present)
• Specialize in coastal residential and investment property sales with strong understanding of local zoning, floodplain, and permitting processes.
• Advise property owners on land-use restrictions, market value, and development opportunities in Volusia County.

Co-Owner / Property Manager | Angel Inn the Sand, LLC – New Smyrna Beach, FL (2013 – Present)
• Own and operate a four-unit beachfront vacation rental business with consistent 90%+ occupancy.
• Manage permitting, renovations, FEMA compliance, and marketing strategy for sustainable coastal hospitality operations.

Consultant | Murru & Associates, LLC (2014 – Present)
• Provide consulting in operations, training, development, permitting, and guest experience for hospitality and

zoological facilities internationally.
• Assist coastal property owners with FEMA and DEP emergency permitting following Hurricanes Ian and Nicole (2022).

Vice President of Operations – Dolphin Cay | Atlantis Paradise Island, The Bahamas (2004 – 2014)
• Directed marine mammal operations, conservation programs, and guest interaction initiatives across a 141-acre resort.
• Oversaw environmental stewardship programs and facility permitting in coordination with Bahamian authorities.

Director of Operations / Curator | Discovery Cove – SeaWorld Orlando, FL (1999 – 2004)
• Managed all operational, training, and environmental compliance elements during park start-up.
• Led over 250 staff and coordinated with regulatory agencies for land use and animal care compliance.

Previous Roles

- Senior Trainer / Supervisor of Killer Whales, SeaWorld San Antonio, TX (1993-2000)
- Animal Trainer, SeaWorld Orlando, FL (1988 – 1993)

Education & Certifications

MBA Candidate – Louisiana State University, Shreveport

B.S., Business & Organizational Leadership – Valencia College (2020)

A.A., Business – Valencia College (1987)

Licensed Florida Realtor® (2021 – Present)

Property Management License – In Progress

Professional & Community Involvement

New Smyrna Beach Board of Realtors – Member; 2022 Rising Star of the Year Award

American Humane Association – Facility Accreditation Auditor

Atlantis Blue Project Foundation – Former Board Member

Atlantis Animal Rescue Team – Founder

Marine Mammal Stranding Network (Bahamas) – Coordinator

Community Volunteer: Sophie's Circle Dog Rescue • Hometown Heroes Alliance

Statement of Interest

To the City of New Smyrna Beach Zoning and Planning Board:

I am submitting my application for consideration to serve on the City of New Smyrna Beach Planning and Zoning Board. As a long-time resident and business owner in our community, I am deeply committed to preserving the character of New Smyrna Beach while supporting responsible growth and sustainable coastal development.

With over 35 years of experience in operations, real estate, and environmental and governmental permitting, I bring a strong understanding of both private and municipal needs. My work assisting residents with emergency permitting and grant applications following Hurricanes Ian and Nicole has given me valuable insight into local resiliency challenges and the importance of proactive planning.

I believe thoughtful zoning decisions are critical to balancing economic development with environmental stewardship. I would be honored to contribute my experience in business management, property operations, and community engagement to help shape the city's vision for the future.

Thank you for considering my application.

Respectfully,



Teresa "Teri" Corbett

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

POLICE PENSION BOARD: CONSIDER THE REAPPOINTMENT OF ONE (1) MEMBER TO SERVE A TWO (2) YEAR TERM, SET TO EXPIRE ON OCTOBER 2, 2027.

October 28, 2025

Background:

The Police Pension Board is comprised of five members. Membership consists of two (2) legal residents of the city who are not City of New Smyrna Beach police or fire pension plan participants, two (2) members of the Police Department, elected by a majority of the active members of the Police Department, who are members of the plan and the fifth member must be chosen by a majority of the previous four members and whose name shall be submitted to the City Commission for final appointment approval. The Police Pension Board is solely responsible for administering the Police Retirement Trust Fund.

Member Wilson was appointed October 1, 2023, and has served one term and is seeking reappointment.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Palmer Wilson Application.pdf
Police Pension Board Roster 9.16.25.pdf
Ordinance No. 09-21 Amend Section 2-149 Pension Board Trustees.pdf

Boards & Commissions Application

Profile

Palmer
First Name

Wilson
Last Name

wilsonpd@bellsouth.net
Email Address

101 Donlon Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 663-5461
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Police Pension Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Over 20 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Walter Johnson High School, Bethesda, MD

College(s)

University of Maryland, College Park, MD

Degrees held

BA Criminology and Crime Control, 15-20 plus hrs Graduate Work toward MBA at American University, Washington, DC and Hood College in Frederick MD

Resume_Palmer_d_Wilson_123124.doc
Upload a Resume

Work Experience

Retired
Employer

Retired
Job Title

Please describe your work experience, if any.

I have over forty five years experience in the analysis and management of law enforcement agencies. I retired from my consulting business in December 2022 with my last nine years working for a Federal Judge as a compliance monitor for any agency under a Federal Consent Decree for excessive, among other areas. Before that I conducted management and organizational audits for federal, state, and local law enforcement agencies under the auspices of the International Association of Police Chiefs. Before that I worked for the Criminal Division, US Department of Justice. IU have extensive experience reviewing and recommending improvements to both policies and legislation and have been extensively involved in recent legislation reviews and change recommendations. I have been involved locally for the last ten years and view my understanding and views of the needs of the city to be broadly based and responsive to the general population.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Charter Review Committee

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested in ensuring that our police officers pension remains financially solid and funded in order for future retirees receive adequate pension benefits.

References

Name of Reference #1 (Please do not list current elected officials)

Vallie Perrine

Address of Reference #1

Zone 1 Commissioner

Telephone Number of Reference #1

386-314-7050

Email address of reference #1

vperrine@cityofnsb.com

Nature of your relationship (business/personal).

Business and Personal

Name of Reference #2 (Please do not list current elected officials)

Dianne Bean

Address of Reference #2

304 Cedar Ave NSB

Telephone Number of Reference #2

407-948-2616

Email Address of Reference #2

beanlucky@aol.com

Nature of your relationship (business/personal).

Business and Personal

Name of Reference #3 (Please do not list current elected officials)

Mark Beckwith

Address of Reference #3

1208 Riverside Drive NSB

Telephone Number of Reference #3

386-689-9626

Email address of Reference #3

mark@parallaxadvertising.com

Nature of your relationship (business/personal).

Personal and Business

Palmer D. Wilson
101 Donlon Drive
New Smyrna Beach, Florida 32168
Cell: 386-663-5461
Email: palmer.wilson@dkwservices.net

Retired from DKW Services, LLC effective 12/31/24

Self Employed-DKW Services, LLC (Owner)

Independent Monitoring Team, US District Court of the Virgin Islands, for the U.S. Virgin Islands Police Department (VIPD) Consent Decree Monitoring Team – Police Practice Expert (PPE), Gruber Consulting, Inc – June 2014 to Dec 2022 AGR Police Practice Group May 2021- Dec 2022

Participated as part of District Court sanctioned monitoring team for compliance by the VIPD in response to a U.S. District Court Consent Order for correcting excessive Use of Force, failure to handle Citizen Complaints, ineffective personnel focused Early Warning Systems, and associated Training support as well as case review for Use of Force and Citizen Complaint issues. PPE for Training Operations, and was able to assist the VIPD in gaining compliance with all Consent Decree Training requirements. Handled all technical services (including the programming, updating and software maintenance of the team's extensive monitoring databases), provided technical assistance to the VIPD in the area of training, auditing, and the oversight of management auditing systems and plans, conducted compliance audits, and developed/edited team reports required by the Court. Developed and prepared the Monitor's Quarterly Reports. Provided on-site technical assistance in organizational structuring, strategic planning, staffing and deployment of personnel impacting the VIPD's ability to comply with the consent order while maintaining response and effective 911 services. One of the primary developers of the 2016 Court required Action Plan for Compliance, as well as the monitoring team's development of Auditing Protocols for CD paragraph compliance in 2019-2021. Co-developer of required policy and SOP and then developed and delivered supporting training for newly implemented VIPD Force Investigation Teams and members of the Force Review Board. Developed Compliance and Change Management Unit (CCMU) concept and supported VIPD in implementing same, including many of their reporting formats. Between 2017 and 2021, in support of other primary PPEs, reviewed and provided compliance analysis of over 200 Use of Force and Citizen Complaint cases. Co-author of five Special Reports to the Court on Serious Use of Force cases. Testified in Federal Court as an expert.

International Association of Chiefs of Police (IACP), Research Division: Agency Assessment/Deployment/Management Studies/Chief Searches; Senior Associate Consultant; Alexandria, VA Jun 2000- Feb 2015

Provided technical assistance in management analysis and resource allocation & deployment studies of federal, state, and local law enforcement agencies; assist with nation-wide police chief searches. Examples of studies included Salt River Pima-Maricopa Indian Community Police focusing on Internal Affairs issues; a risk based deployment analysis of the Law Enforcement Effort for the U.S. Fish and Wildlife Service, with primary responsibility for design and programing of a data-based software program that estimates department-wide law enforcement staffing based upon traditional and innovative risk-based variables; a national study of USMC law enforcement assets; a Louisiana City-Parish Sheriff contract services versus a Police Department management study; studies of natural resource enforcement at the national level, as well as two major state agencies, utilizing the national

model for evaluative assessments, with one state agency having over 1000 sworn officers and being the largest natural resources agency in the U.S. Other studies were state, county, and local traditional law enforcement agencies, again focusing on the patrol, investigative, internal affairs and training functions, and a major transit authority police in Washington, D.C. Major focuses as part of the review team were in the areas of current legal compliance of policies, assessment of patrol deployment, functions of internal affairs investigations, criminal investigations, narcotics and training.

Conduct interviews, evaluation of credentials, and on-site background investigations of candidates for chief's positions throughout the US in support of the IACP's Chiefs search programs.

US Department of Homeland Security, TSA and Department of the Navy - Contractor for American Systems Ormond Beach, FL Feb 2007-Apr 2014

Co-Facilitated and Led "Foundations of Leadership Course" for Supervisors, Managers, and Mixed Group (Security Managers and Supervisory Federal Air Marshals, (formerly Assistant to the Special Agent in Charge) Federal Air Marshal Program in nine (9) and five (5) day courses at various sites in the United States. Also facilitated "Leading from the Middle", a two-week (plus working paper review and grading) courses for Assistant Federal Security Directors (AFSD, the second level manager) from airports TSA system-wide, but delivered in the Washington Metropolitan area. In addition, facilitated Leading People, Managing Operations, one-week courses for Security Managers, TSA, nation-wide. Assisted with design of several of these courses including the "Foundations" course modification for the air marshals. Other courses facilitated included leadership courses that were conducted for Department of the Navy, at various locations in the US. All of these courses were highly student focused and interactive and be design were void of any Power Point support.

US Department of State, Bureau of International Narcotics and Law Enforcement, Contractor for Pro-telligent, LLC, Washington, DC, Mar 20l3-May 2013

Assisted in writing RFP response for State Department Haiti Strategic Planning Program, Personnel Tracking (HR) Improvements, and Community Policing Programs. Developed concepts, including goals and objectives, unit organizational structures and equipment requirements for inclusion in Pro-telligent bid for the contract. Contract was awarded to Pro-telligent (their first INL successful bid) in July 2013.

MVM, Inc. Reston, VA; contracted to develop two Intelligence Analyst Courses for use in Mexico, under US Department of State-Bureau of International Narcotics and Law Enforcement (INL) Drug Enforcement Administration (DEA) contract with MVM. Oct 20ll-May 2012

Developed Basic and Advanced Intelligence Analysts Courses, each two weeks (70 classroom hours) in length for use by MVM, Inc. with their clients, NAS-INL/DEA in various locations in Mexico (State level law enforcement agencies). Courses included student focused interaction supported by a course long case study that built on various non-integrated items of intelligence and required continued analysis and evaluation of the information by the students in concert with subjects being delivered. The advanced course included a CAPSTONE (End of Course) all day table-top exercise with real time incident activity requiring response based on analysis and conclusions by the analysts/students participating. Entire course was supported with case histories of fictional players, financial records, media extracts and other information, including locale and facility pictures and supporting information. Student guides, translated into Spanish, and Instructor Guides were also

supplied. The course was structured to be delivered by Spanish speakers thus no adjustment for translation was included.

The Emergence Group (TEG), Washington, DC. Direct Contract to the Ministry of Home Affairs (MoHA) and Guyana Police Force (GPF), Guyana, Sep 2007 to June 2010

Developed long range strategic law enforcement plan and restructuring of major subordinate units of the MoHA to respond and implement the resultant plan; development of required written directives, forms control, computer support systems, and database management and organization. Developed training programs for the GPF that support a long-range improvement and a transition plan geared toward quality service-oriented policing (an acronym for community policing). Included high level reviews of internal affairs reporting and case resolution, assessment of early warning capacity, and protocols and response to citizen complaints. Developed external international interaction systems at Criminal Justice level for use with other countries in Caribbean area. Developed and delivered training courses for GPF personnel at all rank levels, including Train-The-Trainer systems for Quality Policing (Community Policing), Instructional Design, Training Management, and Instructor Development.

US Department of State, Bureau of International Narcotics and Law Enforcement, Contractor for Pro-telligent, LLC for Washington, DC, Nov 2006 to May 2008

Developed training programs for DOS International Initiatives in the Middle East; programs varied from 8 to 16 weeks in length and target audience; approximately 1500 hours of training. Included separate management training in excess of 100 hours that covered leadership, management, and functional subjects such as management of internal affairs operations and supporting systems or protocols. Work included several trips to Jerusalem, PLO controlled areas, and Amman, Jordan and almost daily interaction with high level US military personnel assigned to the US Security Coordinator for the Middle East (Three Star US Army general) and on site (and DC) US State Department INL personnel.

Interacted daily with Consulate Security and assigned external agency personnel. Some portions classified. Secret clearance in effect.

US Department of Justice, International Criminal Investigative Training Assistance Program Contractor thru SAIC and MPRI Curriculum Development/Country Law Enforcement Assessment, Management Audit, Washington, DC; Jun 2001-Jan 2010.

Produced courses or re-designs of courses as well as participated in country assessments and direct assistance to county law enforcement executive management as required to either constitute or refocus existing law enforcement assets toward democratic (constitutional) policing efforts. Examples of developed and/or delivered training included the Police Personnel Course in 2002 and 2003; Investigating Intellectual Property Crimes in 2006 and Investigating and Combating Labor Related International Trafficking in Persons in 2009. Performed management audits of national police agencies worldwide, focusing on the investigative, internal affairs, training, and command level management functions.

U.S. Department of State, Bureau of Anti-Terrorism Assistance Program (ATA), Direct Contractor, Jun 2002-Mar 2003

Developed comprehensive training program for senior foreign police command staff to effectively identify, plan, and respond to potential terrorist threats, entitled "The Executive's Role in Combatting Terrorism." Course was highly interactive and required coordination and cooperation between the students to achieve identified goals. Funded and delivered by ATA to foreign governments.

IACP Research Division: Juvenile Justice Program; Contractor; Alexandria, VA Jun 2000-Aug 2001

Provided technical assistance, instructional materials development, in-class instruction, and other related technical services for IACP-Office of Juvenile Justice and Delinquency Programs (OJJDP) USDOJ grant.

US Department of Justice/National Institute of Justice (NIJ)-CSR, Inc.; Peer Review Panels; Oct 2002-Jun 2006

Reviewed law enforcement grant applications for NIJ and Contractor CSR, Arlington, VA

IACP/COPS-Community Policing Consortium U.S. Department of Justice; June 1999-2001;

Delivered COPS developed training and technical assistance throughout the U.S.

Full Time Employment

U.S. Department of Justice (USDOJ), Criminal Division, International Criminal Investigative Training Assistance Program (ICITAP) Senior Program Analyst, GS-343-14, Curriculum Development Unit (CDU), Washington, DC; Sep 1996-Ju11999; Security Clearance-Top Secret.

Coordinated, reviewed, and approved all ICITAP training programs; established curriculum development procedures; conducted analysis of ICITAP supported country training capacities; conduct special studies and evaluations of existing US based law enforcement management, operations and training programs and subsequently developed modifications for use in ICITAP programs abroad; developed comprehensive training courses and programs responsive to needs identified; monitored and evaluated the subject matter compatibility of training courses developed by contractor Subject Matter Experts; provided in-country technical assistance and training development focused on development of training academies and related program training tracks. During tenure was physically on site in numerous foreign countries evaluating, monitoring, or delivering training and other management level technical assistance. Coordinated activities and reviewed products of ICITAP contractor educational technologists. Developed ICITAP standardized Academy Staff Development Program (five-tiered training program to transition foreign training academy staff to US methodology and emphasis on democratic [e.g., constitutional] and community-based policing). Programs developed resulted in the award of two DOJ Superior Performance awards for excellence in development of law enforcement programs and delivery of technical assistance.

Participated in multiple country assessments of the management of national police departments and identified areas for democratic related policy and management change of operations, with focus on criminal investigation, internal affairs, evidence control, training operations, auditing and inspectional services, as well as community-based policing. As an example, during tenure participated in developing a nationwide internal affairs operation (over 1000 staff) for the South African government, that was external to, but with jurisdiction over, the 140,000 personnel of the South African Police Service (SAPS). Worked with all federal law enforcement agencies on international coordinated initiatives and on a daily basis with assigned in-office FBI personnel. Last active

engagement was setting up the USDOJ supported efforts related to the UN brokered peace accords in Kosovo.

Self Employed

U.S. Department of Justice, International Criminal Investigative Training Assistance Program (ICITAP); Consultant/Contractor SAIC, Curriculum Development, Washington, DC; Nov 1995-Sep 1996 Security Clearance-Secret

Developed initial training responses to Bosnia re-integration efforts as well as Rwanda and numerous other countries. In some cases, delivered the training on site. Conducted national level law enforcement agency organizational assessments and developed subsequent recommendations for agency improvement, and in some cases conversion, toward democratically based operations. Developed detailed analysis reports subsequently used by DOJ and DOS as base documents for developing congressionally supported and funded programs to assist the subject nations move toward Democratic Policing (a parallel term for Constitutional Policing in the sense of service delivery to the citizens as well as transparent and bias-free policing operations.).

U.S. Department of Justice, Criminal Division, International Criminal Investigative Training Assistance Program (ICITAP); Consultant, Deputy Director, Haitian National Police Training Center, Fort Leonard Wood (FLW), Missouri; May 1994-Nov-1994 (Contractor, SAIC), Security Clearance- Secret

Provided daily command and operational supervision to an extremely large international training program, which at peak had over 1500 Haitian National Police cadets on-site in a continental US (CONUS) location at Fort Leonard Wood, MS (FLW) Supervised staff included well as over 100 U.S. instructors and another 125 interpreters. Responsible for all daily operations, design, coordination and execution of required international transfers of students between FLW and Haiti (48-hour operations moving 750 students in each direction via Military Air Transport Services (MATS) C-141 aircraft between Scott Air Force Base (AFB), IL and Port-Au-Prince, Haiti and bus transport [FLW and Scott AFB]). Included oversight of curriculum development or updates as required. Was final arbitrator of all disciplinary requirements, and senior representative for international coordination with newly reestablished Haitian government resident officials regarding the FLW operation. Had over-sight on media activity, and essentially custody control of the HNP students. Coordinated all activities with US Army command staff at FLW and DOD/Joint Chiefs of Staff (JCS) components in Washington, DC and was generally the DOJ point person on the ground for all issues from training to management of the program.

Full Time Employment

Montgomery County, Maryland, Department of Police;

Director (Police Lieutenant), Office of Staff Inspections (OSI), Office of the Chief of Police, Rockville, Maryland (Retired) Oct, 1991-0ct-1994.

Senior management officer, directly reporting to the Chief of Police on all issues relative to operational auditing and inspectional services (Inspector General for the Department), national accreditation issues, and operational controls of the agency for units that transcended the department's organizational structure. Conducted reviews and audits, as well as special forensic audits of all functional units (including internal affairs and training) and issued recommendations for change or compliance correction. Designed, developed, and implemented cutting edge Use of Force and Pursuit

Operations reporting documentation, policies, and associated computer-based databases for management reporting and analysis, including implementation of an Early Warning System (EIS) for repeated Use of Force incidents. Reviewed and made recommendations for all department level written directives; reviewed and approved operational unit Standard Operating Policy (SOPs) that implemented department level rules and regulations to ensure consistency of application and compliance with associated department policy and subsequent accreditation standard requirements.

Acted as the accreditation manager for the department's initial and successful (1993) national Commission on Accreditation for Law Enforcement Agencies (CALEA) accreditation review, when the agency had in excess of 1000 sworn and a total of 1400 employees; assessment required compliance with over 940 standards. The department has remained CALEA accredited ever since and is currently a Gold Standard Accredited agency. Participated in other on-site accreditation processes as a certified CALEA Assessor for the Commission.

Commander (Police Lieutenant), Planning & Policy Management Section, Rockville, Maryland 1986-1991

Developed policy and directives, research models, records management designs, analyzed resource allocations, designed and implemented computer systems, analyzed operational incidents and developed policy and or tactical plans to correct deficiencies, and provided direct staff support for policy to agency CEO. Reviewed and developed initial protocols to revised internal affairs reporting and management that was further finalized and implemented during tenure as Director, Office of Staff Inspections (OSI). Wrote, re-wrote, or reviewed and approved over 150 polices and related directives during the department's successful initial accreditation in 1992-1993. Assigned as department coordinator of the agency-wide Community Policing Initiative that eventually engaged department members, citizens, other county and city employees, and the rest of the Criminal justice System in a two-year review of police operations and development of a published three-to-five-year Transition to Community Based Policing plan that was accepted by both the County government and County Council for funding, and its' implementation monitored. Developed geographic and temporal problem oriented policing program initiatives in test sectors of the county, as well as conducted community-based policing training in both entry level and in-service training programs of the department. Participated in the development of the department publication "What is Community Policing" that introduced the concept to the department and supervised all operations until the establishment of the Office of Community Policing within the department. Continued to provide technical assistance to that unit until the plan was completed. Department coordinator for department-wide upgrade of computer systems, including development of cutting-edge PC based data systems used for a variety of department programs.

US Army, Active Duty

US Army Military Police Corps, Fort Meade, MD and Fort McClellan, AL, and overseas TDY (on military leave from Montgomery County) Major, Military Police Corps (Retired from the U.S. Army as a Lieutenant Colonel in 2002); 1981-1986

Provided training and security/intelligence support at Military Police Brigade and Installation/Army School levels. Conducted training needs analysis and developed end-user training products. Provided management support and policy development for brigade level operations, as well served as one of several advisors to US Army Military Police School for reserve component initial entry and supervisory training program development. Functioned as an assistant S-3 (Operations and Training Officer) for MP OSUT Brigade. During active-duty period and career, received numerous citations

for outstanding performance and cross functioned in both patrol and investigative assignments. Held various security clearances from Top Secret to Secret. MP School representative for national war plans preparations for MP School training ramp up (function and content classified).

Full Time Employment

Montgomery County Police, Rockville, Maryland Commander, In-Service Training Section; Detective Sergeant/Sergeant; 1978-1981;

Supervised department In Service training function for 1000 plus employee police agency; developed innovative decentralized, module based instructional system and other state of the art training programs. Re-structured academy organization and training delivery designs, to include modularized, skills based training programs, using the Instructional Systems Design (ISD) process as a foundation.

Deputy Director, Criminal Justice Commission Office of the County Executive, Montgomery County; Detective/Corporal; 1976-1978;

Provided direct support and research function to County-wide Criminal Justice Planning Commission in support of LEAA funding requirements. Developed long range CJ plan for the county as well served as main coordinator for County-wide CJIS information system implementation.

Various assignments in Department of Police: Detective/PFC, PVT; 1969-1976; Planner, Research and Planning Division; Investigator, CID; Patrol Officer, Bethesda District; Adjunct Instructor, Police Academy

Accomplishments

-Developed comprehensive software programs to support Consent Decree monitoring efforts by the Independent Monitoring Team (IMT) in the U.S. Virgin Islands. System covers all court order paragraph reporting, monitor updating, VIPD policy system monitoring, team suspense systems, court ordered goals monitoring, use of force and citizen complaint case review analysis, and analysis of VIPD progress under several Action Plans. System produces data reports, charts, compliance analysis and basis for monitor court ordered quarterly reporting.

-Provided technical assistance to VIPD personnel in the areas of audit and evaluation, inspectional services, monitoring software development, training, and organizational changes, including staffing issues of required departments. Developed Compliance and Change Management Unit (CCMU) operational and staffing concept that was approved by USDOJ and implemented by the VIPD. Technical assistance included development of reporting formats.

-Developed policy and supporting training and delivered same to newly formed VIPD Force Investigation Teams and Force Review Board members.

-Developed a comprehensive, cutting edge risk based assessment system (including a software platform to collect and manipulate the data) for USFWS that uses a combination of traditional static variables (crime reporting, land area, populations, hunting and fishing statistics, etc.) with innovative risk based variables (threat assessment, vulnerability assessment, and rick assessment) to produce suggested staffing and deployment of first responders by every of 400 plus refuges across the entire National Wildlife Refuge System.

-Refined IACP's original deployment and staffing models to focus on both geographical and temporal variables, resulting in staffing models for federal, state, and local agencies.

-Conducted numerous management, compliance, and staffing reviews of federal, state, and local police agencies from 2001 to 2016 as a Senior Associate Consultant to the IACP. Studies included organizational change models that take into account cultural climate of the agencies under study.

-Working under contract to the Department of State and in tandem with international partners and US Department of Defense area teams, developed extensive entry level Gendarmerie type training programs for two separate elements of a developing middle east country's national security forces; courses exceeded 1500 hours of classroom and exercise activities; additionally, revised former DOJ-ICITAP Instructor Development Course for use in three separate iterations in the country. Design and delivery were accomplished within a five-to-seven-month period.

-Developed second version of Trafficking in Persons - Labor Related, for USDOJ-ICITAP; one-week introductory course for investigators assigned to a Human Trafficking Unit (HTU). Course to be used world-wide and emphasized use of data analysis to identify, track, and interdict international trafficking in persons. Course subsequently used throughout UN investigative training system.

- Continued to develop training programs for use by U.S. Departments of Justice and State spanning all segments of the law enforcement agency.

- Developed or coordinated development of numerous training courses for supported countries of Indonesia, Kosovo (planning stages) Bosnia, Eastern Slavonia (Croatia), South Africa, French-Speaking and English-Speaking Police of Africa, Rwanda, Liberia, Haiti, Barbados, EI Salvador, Honduras, Indonesia, etc.

-Conceptualized and supervised development of the ICITAP Academy Development Series of courses as core training programs of ICITAP country assistance programs and institution building. Received DOJ Superior Performance Award for the work.

-Conceptualized and supervised development of a comprehensive ICITAP program to implement Community Policing in assisted countries; program consists of over nine separate training courses, technical and organizational assistance; directed at the police executive through operational level employee and the citizens. Received a second DOJ Superior Performance Award for development of this product.

-Developed executive level training and conference programs, to include US visit, for supported countries.

- Provided technical assistance to supported countries in the development of federal and local level training academies, in patrol, criminal investigation, internal affairs, inspections, and community policing.

- Accreditation manager for Montgomery County Department of Police initial accreditation and reviewed and/or re-wrote over 300 department policy documents, updated all 10 operational department facilities, and obtained accreditation by meeting over 940 standards.

-Developed revised policy and operational controls for Use of Force and Pursuit Operations, including cutting-edge (for 1991) reporting instruments and supporting computer systems that included an Early Warning System (EIS) in 1991 for police management use.

- Developed police and criminal justice training programs to meet the needs of the Montgomery County Police Department and other criminal justice agencies.

- Conducted entry level, in-service, supervisory and management training program of the Montgomery County Police Department; continued to serve as a training consultant to the Maryland Police Training Commission (MPTC) in support of its instructor development basic supervisory and administrator training programs, through 1994.

- Conducted training for CALEA on the subject of "Community Policing and Accreditation Complimentary Match-Up" during scheduled commission meetings.

- Certified instructor, MPTC, Florida Police Officer Standards and Training, DOJ, and U.S. Army, all law enforcement subjects.

- Former certified firearms instructor, MPTC, in handguns, shotguns, and rifles; former certified firearms instructor (individual weapons), US Army. Certified Police Firearms Instructor, NRA.

-Developed ICITAP portions of International Law Enforcement Academy (ILEA) South Management Course in conjunction with Federal Law Enforcement Training Center (FLETC) and DOS/INL; coordinated with numerous other federal law enforcement agencies to ensure course material was complimentary.

-Supervised on-site assessment of Indonesian National Police response to civil disturbances, developed coordinated training and technical assistance response, and supervised training program development until Jul 1999.

-Delivered training course to ASLET International Conference, 2001, entitled "Technology and Training: What Every Training Manager Should Know."

-Delivered Human Dignity 8-hour course, DEA International Training classes, FBI Academy, Quantico, 2001-2004

-Co-developed "Police Executive's Response to Terrorism" course for DOS-ATA, 2003

-Certified Law Enforcement Trainer, American Society for Law Enforcement Training

-Admitted to Federal Court as a Subject Matter Expert on training related matters, control of civil disturbances, as well as several state courts in similar subjects including investigations and auditing. FBI trained in conducting police audits and inspections.

Education

University of Maryland, College Park, Maryland Bachelor of Arts in Criminology and Crime Control, 1971
American University, Washington, DC (1972-73) and Hood College, Fredrick, Maryland Graduate Work (1979-1981; 15 plus credit hours toward MBA)

Military Education, US Army Military Police School, 1968-1993

Military Police Officer Basic and Advanced Courses
Criminal Investigator Course
Basic & Advanced Instructor Courses
Instructional Systems Design Course
Counter-Terrorism Course
Executive Protective Services
Physical Security
U.S. Army Command and General Staff School, Fort Leavenworth, KS 1983~1986
50% Completion Certificate

Law Enforcement Education, Various

Hostage Negotiation, Baltimore County Police Department
Criminal Investigation, Montgomery County Police Department
Narcotic Investigations, Drug Enforcement Administration
Inspectional Services, Auditing and Forensic Auditing, Federal Bureau of Investigation
Crisis Intervention, Law Enforcement Assistance Administration
Criminal Justice Planning, LEAA and University of Wisconsin
Law Enforcement Executive Information Systems, IBM
Information Systems Planning, International Association of Chiefs of Police
Police Planning & Policy Development, IACP
Instructor Training, Maryland Police Training Commission/ University of Maryland
Problem Oriented Policing, Police Executive Research Forum
"COPS", Community Oriented Policing for Executives and. Managers", International City Management Association and the US Department of Justice
Tactical Response to Unusual Occurrences, IACP
Executive Protection, USSS

Membership and Certification

International Association of Chiefs of Police
American Society of Law Enforcement Trainers
American Society for Training and Development
Certified Law Enforcement Trainer by ASLET
Certified Instructor, Maryland and Florida Police Training certifying commissions/agencies
Certified Instructor and Curriculum Developer, U.S. Department of Justice
Certified Instructor and Curriculum Developer, U.S. Army (Master Instructor Certification, U.S. Army Military Police School)
Certified to administer the Myers Briggs Type Indicator (Nov 2008)
Police Firearms Instructor, NRA and State of Maryland
Instructional Systems Design (lSD) process certified
Admitted to various US District Courts and state courts as an Expert Witness on training, civil disturbances, law enforcement policy development among others.

Clearances

Secret (USDOS-DISCO, 2007);
Top Secret (Last re-certified 1998; USDOJ, no longer in force)
Secret and Top-Secret and SCI, US Army (varied during military career)
US citizen; active U.S. Passport thru 2026

(Rev 06/01/23)

City of New Smyrna Beach, FL

Police Pension Board

Board Roster

Palmer Wilson

1st Term Oct 01, 2023 - Oct 02, 2025

Email wilsonpd@bellsouth.net
Home Phone Home: (386) 663-5461
Address
101 Donlon Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Trustee
Category Legal Resident Non-Pension Plan Member

Mark Severance

1st Term Jan 12, 2024 - Oct 02, 2025

Email mseverance6502@gmail.com
Home Phone Mobile: (386) 689-2281
Address
534 Nature Creek Lane
New Smyrna Beach , FL 32168

Appointing Authority City Commission
Position Chair
Category Elected by Majority of all Trustees

Sergeant Jason Reve

4th Term Oct 01, 2023 - Oct 02, 2026

Email nsbpd@cityofnsb.com
Address
NSB Police Department
New Smyrna Beach, FL 32168

Appointing Authority Internal Election
Position Trustee (Secretary)
Category Pension Plan Member

Ronald Neibert

2nd Term Oct 02, 2024 - Oct 02, 2026

Email ron.neibert@yahoo.com
Home Phone Home: (286) 410-2612
Address
2811 Turnbull Estates Dr
New Smyrna Beach, IL 32736

Appointing Authority City Commission
Position Trustee
Category Legal Resident Non-Pension Plan Member

Brandon Mechtel

1st Term Oct 02, 2024 - Oct 02, 2026

Email bmechtel@cityofnsb.com
Home Phone :

Appointing Authority Internal Election
Position Trustee
Category Pension Plan Member

ORDINANCE NO. 09-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, TO REVISE SECTION 2-149, PENSION BOARD TRUSTEES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City seeks to amend the composition of the pension boards for consistency with §185.05, 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 the Code of Ordinances, Chapter 2, as more particularly set forth hereinafter.

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances Chapter 2, Section 2-149, Pension board trustees, is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 2-149. Pension board trustees.

The city commission shall appoint ~~from its membership~~two legal residents of the city who are not City of New Smyrna Beach police or fire pension plan participants~~members~~ to serve ~~ex officio~~ as trustees of the police department pension fund and two ~~members~~legal residents of the city who are not City of New Smyrna Beach police or fire pension plan participants to serve ~~ex officio~~ as trustees of the fire department pension fund.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on March 9, 2021, in the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 3/16/2021

Ordinance No. 09-21 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting on February 23, 2021 and read by title only. The Second Reading and Public Hearing of the proposed Ordinance would be conducted at the Regular Meeting on March 9, 2021.

Ordinance No. 09-21 was read by title only at the Regular Meeting held by the City Commission on March 9, 2021, Motion was made by Commissioner Hartman, and seconded by Commissioner Kolody, that Ordinance No. 09-21 be adopted on second and final reading, the vote thereon being as follows:

MAYOR RUSS OWEN	Yes
VICE MAYOR JACOB D. SACHS	Yes
COMMISSIONER MICHAEL KOLODY	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER RANDY HARTMAN	Yes

The City Clerk noted the passage of Ordinance No. 09-21 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity as required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

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

FIRE PENSION BOARD: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO SERVE A FOUR (4) YEAR TERM, SET TO EXPIRE ON NOVEMBER 1, 2029.

October 28, 2025

Background:

The Fire Pension Board consists of five members:

- Two members represent the City Commission and are appointed by the City Commission.
- Two members are active members of the Fire Department and are elected by a majority of their peers who participate in the pension plan.
- One member is selected by a majority vote of the four existing board members. This individual's name is then submitted to the City Commission for final appointment approval.

The Fire Pension Board is solely responsible for administering the Fire Retirement Trust Fund.

Ordinance No. 06-20 extended the term of board appointments from two years to four years.

Ordinance No. 09-21, adopted by the City Commission on March 9, 2021, amended Section 2-149: Pension Board Trustees to require that the City Commission appoint two legal residents of the City who are not participants in the Police or Fire Pension Plans to serve as trustees of the Police and Fire Pension Fund.

Findings:

There is currently one (1) vacancy on the board due to the resignation of Member Brian Fricke. This position must be filled by a resident and will represent the non-pension plan membership.

Applicants

Randy Hartman
Frank Aquilon

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Fire Pension Board Roster 09.2025.pdf
Randy Hartman.pdf
Frank Aquilon.pdf

City of New Smyrna Beach, FL

Fire Pension Board

Board Roster

Mr Brian Fricke

Partial Term May 11, 2021 - Nov 01, 2025

Appointing Authority City Commission
Position Trustee
Category Legal Resident Non-Pension Plan Member

Michael Lynn

5th Term Oct 01, 2024 - Nov 01, 2027

Appointing Authority City Commission
Position Chair
Category Pension Plan Member

Brandon Carroll

1st Term Oct 10, 2023 - Nov 01, 2027

Appointing Authority Internal Election
Position Trustee
Category Pension Plan Member

Matt Marteeny

2nd Term Oct 29, 2024 - Nov 01, 2028

Appointing Authority City Commission
Position Trustee
Category Elected by Majority of all Trustees

Jolene Joyce

2nd Term Nov 12, 2024 - Nov 01, 2028

Appointing Authority City Commission
Position Trustee
Category Legal Resident Non-Pension Plan Member

Boards & Commissions Application

Profile

Randy
First Name

Hartman
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Fire Pension Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

15 yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Mid Florida Tech

College(s)

Valencia

Degrees held

Fire Science

Upload a Resume

Work Experience

Retired
Employer

retired
Job Title

Please describe your work experience, if any.

Served 8 years as a City Commissioner. Served 4 years on the NSB Police pension board. Was a registered lobbyist for the Orlando Fire Fighters working on pension changes at the state level.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Served on TPO, SEV YMCA, Coronado Community United Methodist, Smyrna Yacht Club, HOA

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Served on the City Commission for the past 8 years. Have a very good understanding of the current charter. Attended almost all of the last charter review committee meetings. Enjoy community work and giving back to the community.

References

Name of Reference #1 (Please do not list current elected officials)

Randy Herman

Address of Reference #1

108 Ester NSB, FL 32170

Telephone Number of Reference #1

386 402-4357

Email address of reference #1

wrherman@stthomas.edu

Nature of your relationship (business/personal).

friend

Name of Reference #2 (Please do not list current elected officials)

Robbie Gibson-Minor

Address of Reference #2

2839 S. ASCIANO CT NEW SMYRNA BEACH, FL 32168

Telephone Number of Reference #2

(630)222-7391

Email Address of Reference #2

robbiegibsonminor@gmail.com

Nature of your relationship (business/personal).

Friend

Name of Reference #3 (Please do not list current elected officials)

Bob Vogel

Address of Reference #3

2435 SWORDFISH LN EDGEWATER, FL 32141

Telephone Number of Reference #3

386 314-4076

Email address of Reference #3

bvogeljr@aol.com

Nature of your relationship (business/personal).

Friend

Boards & Commissions Application

Profile

Frank
First Name

Aquilon
Last Name

iaffb6@yahoo.com
Email Address

242 LIVE OAK LN
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (407) 719-7161
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Fire Pension Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2011

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

na

Educational Background

High School

WC Bryant HS

College(s)

Seminole State

Degrees held

HS diploma, Emergency Med. Tech @ Florida State College, Fire Academy @ Florida State College

Upload a Resume

Work Experience

Retired firefighter
Employer

Engineer
Job Title

Please describe your work experience, if any.

26 years as a professional firefighter/ EMT/ Engineer Clinical Tech @ Arnold Palmer Hospital for Children & Women Warehouse management and inventory control specialist

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Southeast Volusia Habitat for Humanity Dogs. Inc

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

na

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

na

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested in serving on the pension board when you have another opening. As a retired career firefighter I am very interested in the fire service and would like to become involved with our local NSB fire dept to contribute to our community in any way that can. I have served on a couple of boards and committees in the past, both fire related and others. I currently volunteer for Dogs.Inc formerly known as Southeastern Guide Dogs . My wife and I currently train guide dogs for the blind and PTSD for military veterans. We have done this for the past 10 years. I also volunteer at Southeast Volusia Habitat for Humanity and have been helping build homes for over 8 years.

References

Name of Reference #1 (Please do not list current elected officials)

John Morris

Address of Reference #1

unknown

Telephone Number of Reference #1

301-769-1556

Email address of reference #1

Nature of your relationship (business/personal).

Habitat construction supervisor

Name of Reference #2 (Please do not list current elected officials)

Carl Hargrove

Address of Reference #2

unknown

Telephone Number of Reference #2

352-638-7146

Email Address of Reference #2

Nature of your relationship (business/personal).

Dogs. Inc area coordinator

Name of Reference #3 (Please do not list current elected officials)

David Bruice

Address of Reference #3

Live Oak Lane

Telephone Number of Reference #3

386-689-2278

Email address of Reference #3

Nature of your relationship (business/personal).

Neighbor in Sugarmill Estates

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

BOARD VACANCY NOTICE: THE TURNBULL CREEK LAND PRESERVATION COMMISSION HAS ONE (1) VACANCY DUE TO A RESIGNATION.

October 28, 2025

Background:

The Turnbull Creek Land Preservation Commission has one (1) vacancy due to the resignation of Mr. Lamont Ingalls.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Turnbull Board Roster 10.8.2-25.pdf

City of New Smyrna Beach, FL

Turnbull Creek Land Preservation Committee

Board Roster

Donna Athearn

3rd Term Jan 23, 2024 - Jul 30, 2027

Email southofthemouthcafe@msn.com
Home Phone Home: (386) 426-3198
Address
684 Corbin Park Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair

Chip Weston

3rd Term Jan 23, 2024 - Jul 30, 2027

Email chipweston@icloud.com
Home Phone Home: (321) 303-5611
Address
411 Hannah Jeanne Circle
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair

Robert John Werner

2nd Term Jan 23, 2024 - Jul 30, 2027

Email bob@coastalclaims.net
Home Phone Home: (386) 937-2806
Alternate Phone Business: (386) 314-0074
Address
1059 Turnbull Creek Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission

William Robitzsch

1st Term Jan 23, 2024 - Jul 30, 2027

Email brentrobitzsch@gmail.com
Home Phone Home: (386) 689-5255
Address
112 Turnbull Villas Circle
New Smyrna Beach, FL 32168

Appointing Authority City Commission

Vacancy

Appointing Authority City Commission

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

BOARD VACANCY NOTICE: THE HOUSING AUTHORITY CURRENTLY HAS TWO (2) VACANCIES DUE TO REAPPOINTMENT.

October 28, 2025

Background:
The Housing Authority, as defined in the Florida Statutes, is to provide affordable, safe, and decent housing for the state's low-income residents and manage these efforts in a sustainable and effective way.

Creation and Authority: The **Housing Authority** was created under *FSS 421.01,* where public agencies are responsible for addressing housing needs. These authorities are given the power to manage, operate, and finance housing programs and projects.
Duties: The Housing Authority has the power to acquire, construct, and manage public housing projects. They can also issue bonds to finance these projects and receive federal or state assistance for housing programs.
Financials: The Housing Authority can charge rent for the housing it provides, manage finances, and use various funding mechanisms to support its operations.

Findings:
The board meets the second Monday of each month. This is a five (5) member board with term length of four (4) years.
Member Qualifications:

- Must be citizen of New Smyrna Beach
- One (1) member must be a recipient (in good standing) of a rent subsidy administered by the Housing Authority.

Both opening are due to reappointments. Judy Reiker has served two (2) terms and Michele Davis has served one (1) term.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Judy Reiker Application.pdf
Michele Davis Application.pdf

Housing Authority Roster 09.18.2025.pdf
Housing Authority Appointment - Statutes & Constitution _View Statutes _ Online Sunshine.pdf

Boards & Commissions Application

Profile

Judy
First Name

Reiker
Last Name

judy.reiker@outlook.com
Email Address

464 Bouchelle Drive
Home Address

304
Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (386) 689-5531
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Charter Review Committee: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

25 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Sacred Heart Catholic Pittsburgh PA

College(s)

Penn State & GA State

Degrees held

BA, Penn State University , Accounting major MBA Georgia State, Atlanta GA

Reiker__Judy___HA_App.pdf
Upload a Resume

Work Experience

Fidelity National Title,NSB
Employer

Business Development Manager
Job Title

Please describe your work experience, if any.

Opened new office for Fidelity National Title Eastern Division in NSB in July 2002; retired January 2023 Prior position as SE Agency Manager and then National Accounts Executive with American Pioneer Title, Atlanta Ga,

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Housing Authority

Please describe any community board, groups or events you have been involved with:

NSB City Commissioner - 2009 - 2018 (two terms). Past President of Volusia League of Cities 2018 and Board member prior to ;. Burns Scitech Charter School - Board of Directors - 10/2019 to approx 2022. Boys Scouts - Board of Directors - 2018 and 2019; Ad Hoc Chair Economic Development Committee and Fire Pension Board during City Commission years Current President Bouchelle One Condo Association

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have experience to share, time, and am interested in the initiatives of the Boards that I choose. By serving I can help add value and stay connected in the Community.

References

Name of Reference #1 (Please do not list current elected officials)

Deb Denys

Address of Reference #1

2505 Cone Lake Drive, New Smyrna Beach, Fl. 32168

Telephone Number of Reference #1

(386) 451-5260

Email address of reference #1

ddenys@cfl.rr.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Joe Benedict

Address of Reference #2

695 Airport Road, New Smyrna Beach, Fl. 32168

Telephone Number of Reference #2

(386) 212-1939

Email Address of Reference #2

jb3acb@atlantic.net

Nature of your relationship (business/personal).

Personal/some Business

Name of Reference #3 (Please do not list current elected officials)

Catherine Taylor Lamb, Esq.

Address of Reference #3

2232 Juanita Drive, New Smyrna Beach, Fl 32168 (works for Coronado Law,North Causeway, NSB)

Telephone Number of Reference #3

407-421-6559

Email address of Reference #3

catherine@cfllawyer.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Michele
First Name

Davis
Last Name

micheledavissells@gmail.com
Email Address

844 Evergreen Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (321) 356-4546
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

4 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lackawanna Trail

College(s)

Edinboro University, PA, University of Maryland, University of Floridaof Maryland, University of Florida

Degrees held

Bachelor of Fine Arts, Edinboro U of Pa Bachelor of Science, Business. University of Maryland MBA, Master of Business, University of Florida

Upload a Resume

Work Experience

Retired. Real Estate Sales
Employer

Real Estate Broker Associate
Job Title

Please describe your work experience, if any.

Realtor Broker Associate since 2002, real estate investor, property manager. Owned a vacation home booking and management company from 2011 to 2019. Currently own investment property in Orlando.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

◉ Yes ○ No

If yes, which Board and when were you appointed?

Housing

Please describe any community board, groups or events you have been involved with:

Past President of the Rotary Club of New Smyrna Beach. Board of Directors at The Hub and Jane's.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I love living in New Smyrna Beach and would like to be more involved with the city and its future.

References

Name of Reference #1 (Please do not list current elected officials)

Charles Tagman

Address of Reference #1

1702 Saxon Drive, NSB, 32168

Telephone Number of Reference #1

407-375-9179

Email address of reference #1

cttagman@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Kate Kaufman

Address of Reference #2

402 Faulkner Street, NSB, 32168

Telephone Number of Reference #2

407-808-1606

Email Address of Reference #2

ktphoto@aol.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Terry Stephens

Address of Reference #3

810 Faulkner Street, NSB, 32168

Telephone Number of Reference #3

304-813-5740

Email address of Reference #3

cbterrystephens@gmail.com

Nature of your relationship (business/personal).

Personal

City of New Smyrna Beach, FL

Housing Authority

Board Roster

Michele Davis

1st Term Aug 10, 2021 - Aug 31, 2025

Email micheledavissells@gmail.com
Home Phone Home: (321) 356-4546
Address
844 Evergreen Street
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Commissioner

Judy Reiker

2nd Term Aug 10, 2021 - Aug 31, 2025

Email judy.reiker@outlook.com
Home Phone Mobile: (386) 689-5531
Address
464 Bouchelle Drive
304
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Chair

Regis Anne Sloan

4th Term Sep 01, 2022 - Aug 31, 2026

Email regis_sloan@yahoo.com
Home Phone : (386) 846-7406
Alternate Phone : (386) 409-7496
Address
40 Lake Fairgreen Cirlce
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair

Wilda Bennett

1st Term Aug 13, 2024 - Aug 31, 2026

Email suebennette42@gmail.com
Home Phone Mobile: (386) 402-5831
Address
911 OLEANDER ST APT #204
NEW SMYRNA BEACGH, FL 32168

Position Resident Commissioner

Nelson B Mcdonald

1st Term May 27, 2025 - May 28, 2029

Email nelson.mcdonald@gmail.com

Position Commissioner

Home Phone Mobile: (202) 615-5540

Address
1331 Saxon Dr #177
New Smyrna Beach, FL 32169

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2) The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate the first chair from among the appointed commissioners, but when the office of the chair of the authority thereafter becomes vacant, the authority shall select a chair from among the commissioners. An authority shall also select from among the commissioners a vice chair, and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. Accordingly, authorities are exempt from s. 215.425. An authority may call upon the chief law officer of the city or may employ its own counsel and legal staff for legal services. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

(3) Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the

same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103; s. 14, ch. 2016-210.

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

MEETING NOTICE: 2026 CITY COMMISSION REGULAR MEETINGS

October 28, 2025

Background:

On Tuesday, September 23, 2025, the City Commission approved a **5:30 PM** start time for all regular City Commission meetings in 2026.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Meeting Date and Deadlines 2026.pdf
2026 City Commission Calendar - CRA, Special, Workshop Dates and Deadlines.pdf

City of New Smyrna Beach
City Commission
2026 Regular Meeting Schedule

Meeting Dates

The City Commission meets at **5:30 p.m**. on the second and fourth Tuesdays of each month, unless otherwise specified. Regular meetings are not held in June, and a second meeting is not scheduled in December.

Meeting Location

Unless otherwise advertised, the City Commission meetings are held in the City Commission Chambers located at 214 Sams Avenue, New Smyrna Beach FL 32168.

Meeting Date	Agenda Item Submittal Deadline
January 13, 2026	December 30, 2025
January 27, 2026	January 13, 2026
February 10, 2026	January 27, 2026
February 24, 2026	February 10, 2026
March 10, 2026	February 24, 2026
March 24, 2026	March 10, 2026
April 14, 2026*	March 31, 2026
April 28, 2026	April 14, 2026
May 12, 2026	April 28, 2026
May 26, 2026	May 12, 2026
July 14, 2026	June 30, 2026
July 28, 2026	July 14, 2026
August 11, 2026	July 28, 2026
August 25, 2026	August 11, 2026
September 8, 2026*	September 1, 2026
September 22, 2026	September 8, 2026
October 13, 2025	September 29, 2026
October 27, 2026	October 13, 2026
November 10, 2026	October 27, 2026
November 17, 2026	November 3, 2026
December 8, 2026*	November 24, 2026

*Indicates three weeks between meetings.

City of New Smyrna Beach
City Commission 2026 Meeting Schedule
Community Redevelopment Agency, Special, and Workshops

Meeting Location: Unless otherwise advised
James W. Hathaway Commission Chambers
214 Sams Avenue
New Smyrna Beach, FL 32168

DATE	MEETING	TIME	AGENDA DEADLINE
January 27, 2026	CRA Meeting	5:20 PM	January 13, 2026
March 12, 2026	Strategic Planning	9:00 AM – 3:00 PM	February 26, 2026
April 28, 2026	CRA Meeting	5:20 PM	April 14, 2026
July 16, 2026	Budget Workshop	9:00 AM – 3:00 PM	July 2, 2026
July 28, 2026	Special Meeting*	5:00 PM	July 14, 2026
July 28, 2026	CRA Meeting	5:20 PM	July 14, 2026
August 20, 2026	Budget Workshop	9:00 AM – 3:00 PM	August 6, 2026
September 8, 2026	CRA Meeting - Budget	5:20 PM	August 25, 2026
September 9, 2026	Budget – 1st Hearing	5:30 PM	August 26, 2026
September 22, 2026	Budget – 2nd Hearing	6:30 PM	September 8, 2026
October 27, 2026	CRA Meeting	5:20 PM	October 13, 2026
December 10, 2026	Workshop	9:00 AM – 12:00 PM	November 24, 2026

*Set Proposed Max Millage

Docusign Envelope ID: 6FF31179-27BC-4341-8DD7-60698313D029

Retirement Plan Administration Services Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Empower Retirement, LLC, duly authorized to conduct business in the State of Florida and whose address is 8515 East Orchard Road, Greenwood Village, Colorado, 80111, hereinafter, called "CONSULTANT" or "EMPOWER," 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 RFP 15-25-HR, Retirement Plan Administration, **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 City and CONSULTANT, including the Empower Administrative Services Agreement. 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 term of this Agreement shall be for five (5) years from the date of the award.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 15-25-HR, Retirement Plan Administration, in the Consultant's submitted Proposal, and the Empower Administrative Services Agreement.

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:

Docusign Envelope ID: 6FF31179-27BC-4341-8DD7-60698313D029

A. City Advertised Bid including addendums
B. Award Bid Proposal
C. Presentation of Services
D. Fee Proposal
E. Empower Administrative Services Agreement

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

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

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

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

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

Marybeth Daubenspeck, Vice President
Government Markets
Empower, Retirement, LLC
Greenwood Village, Colorado 80111
(877)630-4015

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

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

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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.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

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	Empower Retirement, LLC
DocuSigned by: Brockett Hudson DEAB53D5539D416... *Authorized Signature* *Print Name and Title* Brockett Hudson, Assistant Secretary *Address*: 8515 E. Orchard Rd. Greenwood Village, CO 80111 10/9/2025 *Date*	DocuSigned by: Marybeth Daubenspeck 67B573CAB2534DF... *Authorized Signature* Marybeth Daubenspeck, Vice President, Government Markets *Address:* 8515 E. Orchard Rd. Greenwood Village, CO 80111 10/8/2025 *Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____ Sharon Taylor-Harding, Interim, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168 Date: _____	_____ Fred E. Cleveland, Mayor Date: _____

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

_____
Carrie Avallone City Attorney

Date: _____