City Commission Regular Meeting
Tuesday, November 11, 2025 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bev Richardson 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 Donnadine Miller Preservation Award Presentation.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

5.B 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 28, 2025.

7.B Consider the approval for award of RFP 16-25 LS for Citywide Naming Rights and Sponsorships

7.C Consider the approval to execute a contract with the Florida Department of Environmental Protection to accept $1,000,000 in State Appropriation Funding for the Historic Westside Stormwater Improvement Project and to authorize the City Manager to execute the contract.

7.D Special Event: Consider the approval of the Girls Night Out Event 2025, to be held on Thursday, December 4, 2025.

7.E Special Event: Consider the approval of Christmas on Canal Spark the Sprit and the Christmas Coastal Market Events 2025, to be held on Friday November 28 and Saturday November 29, 2025.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 39-25: Consider the adoption of a Resolution, which if adopted, would authorize the borrowing of $5,500,000 from TD Public Finance LLC for Turnbull Creek Watershed land acquisition, authorize execution of the 2025 General Obligation Loan Agreement and related documents.

9. QUASI-JUDICIAL HEARINGS

9.A Consider the approval of the Ardisia (formerly Shell Pointe) PUD Phases 3 and 4 Final Plat, Construction Documents, and Plat Contract (S-4-23)

10. PUBLIC HEARINGS

10.A Ordinance No. 77-25: Conduct a Second Reading and Public Hearing of an

Ordinance, which, if adopted, would vacate unopened rights-of-way on airport property.

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

11. ORDINANCES FIRST READINGS

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

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

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

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

12. BOARDS AND COMMISSIONS

12.A Housing Authority Appointment: Consider the reappointment of two (2) citizens to serve a four (4) year term expiring on August 31, 2029.

12.B Board Vacancy Notice: The Turnbull Creek Land Preservation Commission

has one (1) vacancy due to a resignation.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

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

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

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

DONNADINE MILLER PRESERVATION AWARD PRESENTATION.

November 11, 2025

Background:

The city created the historic preservation award program in 2002. In 2009, the award program was renamed in memory of Donnadine Miller, who was an active volunteer and member of the community. Ms. Miller had served as Chair of the Historic New Smyrna Beach Preservation Commission; worked as an amateur archaeologist; and participated in numerous other historic preservation events and activities.

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

Findings:

While award recipients are encouraged to apply for local landmark designation, receiving an award does not place any restrictions on the property.

The winner of the Donnadine Miller Preservation award for the residential category is Katherine Kaufman for her property located at 402 Faulkner Street.

The winner of the Donnadine Miller Preservation award for the non-residential category is Steve Fusilier for his property located at 101 Canal Street.

Fiscal Analysis:
The plaque for each award costs approximately $250 and is a budgeted item.

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

List of previous nominees-winners thru 2024.pdf
402 Faulkner Street.pdf
101 Canal Street.pdf

INTEROFFICE MEMORANDUM
CITY OF NEW SMYRNA BEACH

To: Historic New Smyrna Beach Preservation Commission Members

From: Robert Mathen, Historic Preservation Officer

Subject: Previous Historic Preservation Award Nominees and Winners

Date: June 8, 2025

The Historic Preservation Award winner for **2002** was **508 North Riverside Drive**. The nominees for that year were:

508 North Riverside Drive
421 Canal Street
532 North Riverside Drive - Little River Inn
204 Flagler Avenue - Sweet Pea coffee shop

The Historic Preservation Award winner for **2003** was **213 Washington Street**. The nominees for that year were:

120 Sams Avenue
213 Washington Street
1000 South Riverside Drive
321 Washington Street - Long Board Inn
103 Flagler Avenue - Riverview Hotel

The Historic Preservation Award winner for **2004** was **426 South Riverside Drive**. The nominees for that year were:

120 Sams Avenue
301 South Orange Street
601 Faulkner Street
821 Live Oak Street
426 South Riverside Drive
101-109 N Orange Street

The Historic Preservation Award winner for **2005** was **601 Faulkner Street**. The nominees for that year were:

215 Murray Avenue
310 Washington Street
316 Flagler Avenue
600 South Riverside
601 Faulkner Street
115 Canal Street –

The Historic Preservation Award winner for **2006** was **701 Magnolia Street** for Residential and **314 North Duss Street** for Non-Residential. The nominees for that year were:

701 Magnolia Street
608 South Riverside Drive
314 North Duss Street - Black heritage Museum

The Historic Preservation Award winner for **2007** was **608 Magnolia Street** for Residential and **1650 Live Oak Street** for Non-Residential. The nominees for that year were:

315 Due East Street
608 Magnolia Street
1109 Magnolia Street
1110 Magnolia Street
1200 North Peninsula Avenue
Coronado Shuffleboard Courts
310-312 Julia Street
1650 Live Oak Street – St Pauls
310 Washington Street – Soundwave
500 South Riverside Drive

The Historic Preservation Award winner for **2008** was **1705 South Atlantic Avenue** for Residential and **412 Canal Street** for Non-Residential. The nominees for that year were:

1705 South Atlantic Avenue
412 Canal Street – Little Drugs

The Historic Preservation Award winner for **2009** was **1201 Magnolia Street** for Residential and **729 North Dixie Freeway** for Non-Residential. The nominees for that year were:

1201 Magnolia Street
411 Magnolia Street
516 Magnolia Street
610 Magnolia Street
729 North Dixie Freeway – Dairy Queen
145 Canal Street
616 South Riverside Street

The Historic Preservation Award winner for **2010** was **821 Live Oak Street** for Residential and **403 Magnolia Street** for Non-Residential. The nominees for that year were:

821 Live Oak Street
301 South Orange Street
614 Faulkner Street
Coronado Shuffle Board Courts
313 Julia Street
403 Magnolia Street – Women's Club

The Historic Preservation Award winner for **2011** was **405 Canal Street** for Non-Residential. The nominees for that year were:

405 Canal Street
223 Canal Street

The Historic Preservation Award winner for **2012** was **614 Faulkner Street** for Residential and **512 South Riverside Drive** for Non-Residential. The nominees for that year were:

512 North Riverside Drive
516 Magnolia Street
610 Magnolia Street
614 Faulkner Street
334 Canal Street
512 South Riverside Drive
115 Canal Street
223 Canal Street
223 Flagler Ave

The Historic Preservation Award winner for **2013** was **508 Ball Street** for Residential and **115 Canal Street** for Non-Residential. The nominees for that year were:

508 Ball Street
300 South Myrtle Avenue
512 North Peninsula Avenue
115 Canal Street
308 North Orange Street
315 Live Oak Street
504 Magnolia Street

The Historic Preservation Award winner for **2014** was **616 Magnolia Street** for Residential and **149 Canal Street** for Non-Residential. The nominees for that year were:

149 Canal Street
616 Magnolia Street
501 Faulkner Street
Flagler Avenue Shuffleboard

The Historic Preservation Award winner for **2015** was **306 North Riverside Drive** for Residential and **103 Flagler Avenue** for Non-Residential. The nominees for that year were:

103 Flagler Avenue
108 Esther Street
306 North Riverside Drive
512 North Riverside Drive
204 Flagler Avenue
112 Esther Street
317 Magnolia Street

The Historic Preservation Award winner for **2016** was **317 Magnolia Street** for Residential and **300 North Riverside Drive** for Non-Residential. The nominees for that year were:

212 Murray Street
213 Washington Street
317 Magnolia Street
916 South Riverside Drive
300 N Riverside Drive
313 Julia Street
405 Canal Street
519 Washington Street

The Historic Preservation Award winner for **2017** was **426 South Riverside Drive** for Residential and **103 Faulkner Street** for Non-Residential. The nominees for that year were:

426 South Riverside Drive	103 Faulkner Street Old Fire Station)
532 Ball Street	314 Flagler Avenue (Paradise Properties)
630 North Riverside Drive	916 S Riverside Drive (Black Dolphin Inn)

The Historic Preservation Award winner for **2018** was **411 Magnolia Street** for Residential and **208 Magnolia Street** for Non-Residential. The nominees for that year were:

206 Florida Ave	114 Live Oak St (La Abilies Tea Room))
212 Murray St	519 Washington St (St. Paul M E Church)
411 Magnolia St	916 S Riverside Dr (Black Dolphin Inn)
315 Live Oak St (Anders & Anders)	408 S Riverside Dr (Apartment Building)
208 Magnolia St (Old Gas Station)	1201 S Riverside Dr (Smyrna Yacht Club)

The Historic Preservation Award winner for **2019** was **206 Florida Avenue** for Residential and **916 South Riverside Drive** for Non-Residential. The nominees for that year were:

206 Florida Ave	315 Live oak Street (Anders & Anders)
108 Esther Street	916 S Riverside Dr (Black Dolphin Inn)
532 Ball Street	1201 South Riverside Drive (Smyrna Yacht
219 N Orange Street	Club)

The Historic Preservation Award winner for **2020** was **620 South Riverside Drive** for Residential and **1201 South Riverside Drive** for Non-Residential. The nominees for that year were:

408 N Riverside Dr	315 Live oak Street (Anders & Anders)
620 S Riverside Drive	1201 S Riverside Drive (Smyrna Yacht Club)

The Historic Preservation Award winner for **2021** was **210 Palmetto Street** for Residential and **214 Sams Avenue** for Non-Residential. The nominees for that year were:

408 North Peninsula Avenue	118 Faulkner Street
210 Palmetto Street	1000 South Riverside Drive
1115 Palmetto Street	214 Sams Avenue

The Historic Preservation Award winner for **2022** was **216 Florida Avenue** for Residential. No non-residential applications were submitted. The nominees for that year were:

118 Faulkner Street	216 Florida Avenue
1000 South Riverside Drive	

The Historic Preservation Award winner for **2023** was **809 E 24th Avenue** Residential and **423 Flagler Avenue** for Non-Residential. The nominees for that year were:

809 E 24th Avenue	423 Flagler Avenue

The Historic Preservation Award winner for **2024** was **402 Faulkner Street** Residential and **101 Canal Street** for Non-Residential. The nominees for that year were:

402 Faulkner Street	101 Canal Street

The Historic Preservation Award winner for **2025** was _____ Residential and _____ for Non-Residential. The nominees for that year were:

Donnadine Miller Memorial Historic Preservation Award Nomination Form

☒ Residential (Single Family) ☐ Non-Residential

Building Address: 402 Faulkner St., New Smyrna Beach, Florida 32168

Year Built: 1912 - 1920

Architectural Style:

☒ Vernacular ☐ Spanish Eclectic ☐ Craftsman ☐ Other: _____

***Please include a photograph of the front of the building.**

Description of the history of the building or site and why it is significant:

The home is historically significant for its late 1800s Victorian/Frame Vernacular architecture. It is a beautifully restored example of homes built along Faulkner Street and Riverside Drive before and during the early twentieth century. The two and 1/2 story home's notable architectural features include alternate shingle siding on the second story balcony, lap siding on the main part of the home, and a large wrap around front and side veranda to take advantage of the coastal breezes. Also historic are the decorative knee braces under the raftered eaves. While the home is listed as built in 1920, early Sanborn maps indicate the home was built in 1912 (see exhibits 1 and 2).

In addition to the home's historically significant architecture, it is one of the original estate homes built when orange groves succumbed to growth along Faulkner St. and Riverside Dr. in the late 1800s after the civil war. This new boom was spurred on by tourism, citrus farming, commercial fishing and the development of the Florida East Coast Railroad. Originally situated on the property between Mary Ave. to the north and Murray St. to the south, the home now rests on a third of an acre on the corner of Faulkner St. and Murray St..

Outside, the home boasts beautiful garden beds filled with native tropical foliage and lined with large coquina rocks. Indigenous palms still line the large yard including the official Florida state tree, the Sabal palm, as well as two Queen palms in addition to a variety of oak trees.

Inside, the home has original oil rubbed oak floors, plaster walls and all the original windows, including diamond mullioned living room windows which fill the home with the original character of the bygone eras when this home was built. Visitors to the home are warmly impressed by it's original details and captivating charm.

The current owner is grateful that the home has escaped modernization over the years. The home remains one of the best examples of New Smyrna Beach's historic gems in the Riverside Garden District and hopefully deserving of the Donnadine Miller Historic Preservation award.

Footnote: Citations for the information provided above are taken from attached Exhibits: 1 - 1986 State Master Site File, and 2 - 2007 State Master Site File.

Property Owner(s)Name: Katherine L. Kaufman

Owner(s) Address: 402 Faulkner St., New Smyrna Beach 32168

Owner(s) Phone Number: 407-808-1606

Owner(s) Email Address: ktphoto@aol.com

Email Applications to: Rmathen@cityofnsb.com

Fill out only if you are nominating a property

Nominator Name: Nelson McDonald

Nominator Address: 1331 Saxon Dr.

City/State/Zip: New Smyrna Beach, Fl. 32169

Telephone: 202-615-5540

Email Address: nelson.mcdonald@gmail.com

Release Authority

The undersigned gives the City of New Smyrna Beach the absolute and unqualified right to use in whole or in part, in whatever manner the City may desire, all submitted material.

Release authorized by:

K. Kaufman

Signature of Owner

12/13/2023

Date

Katherine L. Kaufman

Print or Type Name

Donnadine Miller Award – Nominee: Katie Kaufman, 402 Faulkner St.













Exhibit 1 - 1986 State Master Site File

SANBORN MAP RESEARCH FORM

Address: 402 Faulkner

Legal Description: Subdivision_____ Block____ Lot____

Earliest series on which bldg. appears.: 1912

Address changes:_____

Street name changes:_____

Additional information (name of building, date of construction etc.:_____

FLORIDA MASTER SITE FILE
Site inventory Form

SITE NO.

SITE NAME: 402 Faulkner SURVEY DATE: 08/31/86
ADDRESS: 402 Faulkner
INSTRUCTIONS TO LOCATE:

LOCATION: Finnegans 1
Subdivision Name Block No. Lot No.
COUNTY: Volusia
DISTRICT NAME IF APPLICABLE:
OWNER OF SITE: NAME: Cook, Thomas and Irma
ADDRESS: 472 De Soto Dr.
ADDRESS: New Smyrna Beach, FL 32069
TYPE OF OWNERSHIP: Private RECORDING DATE: / /
RECORDER: NAME & TITLE: Historic Property Associates
ADDRESS: P.O. Box 1002
St. Augustine, FL

CONDITION OF SITE: Check One	INTEGRITY OF SITE: Check one or more	
		ORIGINAL USE residence
x EXCELLENT	x ALTERED	PRESENT USE residence
GOOD	UNALTERED	DATES c.+1912
FAIR	x ORIGINAL SITE	CULTURE/PHASE American
DETERIORATED	RESTORED: / /	PERIOD: 20th Century
	MOVED: / /	

NR CLASSIFICATION CATEGORY: DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING	TRANSPORTATION
DEVELOPMENT	FILL
DETERIORATION	DREDGE
BORROWING	
OTHER (See Remarks Below)	

AREAS OF SIGNIFICANCE: Architecture

SIGNIFICANCE

See Continuation Sheet

RECORD NUMBER 149

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD: Frame Verancular

PLAN TYPE: Rectangular

EXTERIOR FABRIC(S): Wood:drop siding # Alternating shingle

STRUCTURAL SYSTEM(S): Wood:balloon

PORCHES: SE/1-story vernada with tuscan columns,7-bays,
access from N,6th bay
ORIENTATION: E

FOUNDATION: Piers:brick

ROOF TYPE: Gable

SECONDARY ROOF STRUCTURE(S): Cross Gable

CHIMNEY LOCATION: Center,ridge

WINDOW TYPE: DHS,1/1,wood

CHIMNEY: Brick

ROOF SURFACING: Composition shingles:diamond

ORNAMENT EXTERIOR:

NO. OF CHIMNEYS 1

NO. OF STORIES 21/2

NO. OF DORMERS:

OUTBUILDINGS:

SURROUNDINGS:
SITE SIZE (approx. acreage)

TOWNSHIP	RANGE	SECTION
17S	34E	41

UTM ZONE	UTM EASTING	UTM NORTHING

PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET

Statement of Significance:

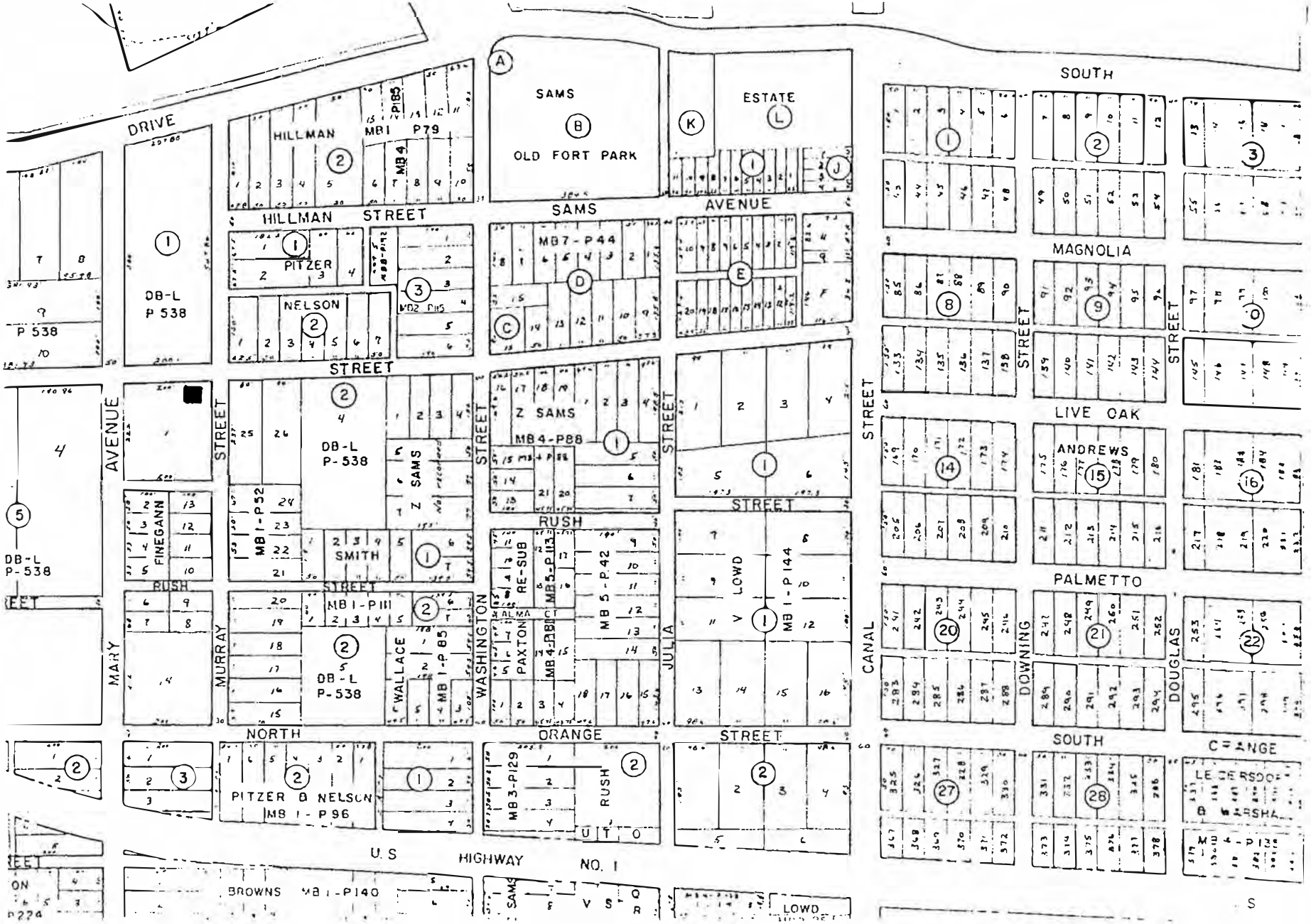
This two and one-half story frame vernacular residence is located at 402 Faulkner Street. Notable architectural traits include alternate shingle siding on the second story, drop siding on the first story, knee braces under the gable eaves and a wraparound veranda. This house is similar in size and design to 412 Mary Avenue. Alterations include enclosure of the south and northeast bays of the veranda, addition of a sunroom over the sixth bay of the veranda, and a carport has been added to the north side of the house.

This building is located in the Finegan subdivision, platted for J.R. Finegan in 1886.(1) Sanborn Maps indicate that this building was constructed in c. 1912.(2)

This property is located within the corporate limits of New Smyrna Beach, the site of America's largest colonial enterprise, begun in 1768. Although the Turnbull colony was abandoned in 1777, some measure of settlement persisted, resulting from the presence of a coastal inlet in the vicinity. Resettlement began in earnest after the Civil War. The town was incorporated in 1887 and developed on the basis of a tourism, citrus, and commercial fishing economy. Rapid growth in the early twentieth century was spurred by the Florida East Coast Railroad. The City of New Smyrna Beach was expanded in 1947 to include the peninsula community of Coronado Beach.

Footnotes

1. Map Book 12, p. 68, Attorneys' Title Services Inc., New Symrna Beach, Florida.
2. Sanborn Fire Insurance Maps 1906, 1912, 1916, 1924, 1930.



402 Faulkner Street

Florida Master Site File

HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 VO01224
Recorder # 51
Field Date 1/14/2007
Form Date 2/1/2008
FormNo 200701
FormNo = Field Date (YYYYMM)

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 402 Faulkner
Multiple Listing (DHR only)
Other Names >>
Survey or Project Name New Smyrna Beach Historic Structure Survey
Survey#
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
402		Faulkner	Street	

Cross Streets (nearest/ between) see attached map
City / Town (within 3 miles) New Smyrna Beach
In Current City Limits?
County Volusia
Tax Parcel #(s) 744126000011
Subdivision Name
Block
Lot
Ownership Private Individual
Name of Public Tract (e.g., park)
Route to (especially if no street address) see attached map

MAPPING

USGS 7.5' Map Name
Publication Date
>> NEW SMYRNA BEACH;1988
Township:
Range:
Section:
1/4 section:
>> 17S ;34E ;41;UNSP
Irregular Section Name:
Landgrant
UTM: Zone
Easting
Northing
Plat or Other Map (map's name, location)

DESCRIPTION

Style Victorian (Italianate)
Other Style
Exterior Plan Irregular
Other Exterior Plan
Number of Stories 2
Structural System(s)
>> Wood frame
Other Structural System(s)
Foundation Type(s)
>> Piers
Other Foundation Types
Foundation Material(s)
>> Unspecified
Other Foundation Material(s)
Exterior Fabric(s)
>> Wood shingles
Other Exterior Fabric(s)
Roof Type(s)
>> Gable
Other Roof Type(s)
Roof Material(s)
>> Composition shingles
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc)
>>
Other Roof Secondary Structure(s)
Number of Chimneys 1
Chimney Material Brick
Other Chimney Material(s)
Chimney Location(s) center ridge

HISTORICAL STRUCTURE FORM

8VO01224

DESCRIPTION (continued)

Window Descriptions 1/1 double hung sash; fixed

Main Entrance Description (stylistic details)

Porches: #open 1 #closed #incised Location(s) east

Porch Roof Types(s) hip

Exterior Ornament wrap around porch

Interior Plan Other Interior Plan

Condition Excellent

Structure Surroundings

Commercial: Residential: ALL this category

Institutional: Undeveloped:

Ancillary Features (Number / type of outbuildings, major landscape features)

Archaeological Remains (describe): none

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional) Displaying the influences of Victorian architecture, the building retains many of its original architectural features.

HISTORY

Construction year 1920

Architect (last name first): Builder (last name first):

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use Year Use Started Year Use Ended >> Private residence;;

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.)

RESEARCH METHODS

Research Methods >> FL Master Site File-Manuscripts

Other research methods

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? NO Name of Local Register if Eligible

Idividually Eligible for National Register? NO

Potential Contributor to NR District? YES

Area(s) of historical significance >> Architecture

Other Historical Associations

Explanation of Evaluation (required) Because the resource stands in a relatively dense concentration of historic buildings, it appears to contribute to a historic district. The resource lacks sufficient original architectural details to be individually eligible for the NRHP.

HISTORICAL STRUCTURE FORM

8VO01224

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____

File or Accession #: _____ Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Marissa Gordon

Recorder Address / Phone 7220 Financial Way Suite 100, Jacksonville, FL 32256/ (904) 724-7333

Recorder Affiliation Environmental Services, Inc. Other Affiliation _____

Is a Text-Only Supplement File Attached (Surveyor Only)? _____

****** MASTER SITE FILE USE ONLY ******

SHPO's Evaluation of Resource

_____ Date _____

Cultural Resource Type: SS

Electronic Form Used: S110

Form Type Code: NORM

Form Quality Ranking: NEW

Form Status Code: SCAT

Supplement Information Status: NO SUPPLEMENT

Supplement File Status: NO SUPPLEMENT FILE

FMSF Staffer: _____

Computer Entry Date: 2/4/2008

Form Comments: _____

REQUIRED PAPER ATTACHMENTS	(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
	(2) LARGE SCALE STREET OR PLAT MAP
	(3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

VO01224-200701

Supplementary Printout

> **USGS map name/year of publication or revision:**
NEW SMYRNA BEACH;1988

> **Township/Range/Section/Qtr:**
17S ;34E ;41;UNSP

> **Structural system(s):**
Wood frame

> **Foundation types:**
Piers

> **Foundation materials:**
Unspecified

> **Exterior fabrics:**
Wood shingles
Drop siding

> **Roof types:**
Gable

> **Roof materials:**
Composition shingles

> **Roof secondary structures (dormers etc):**

> **Change status/year changed/date noted/nature:**

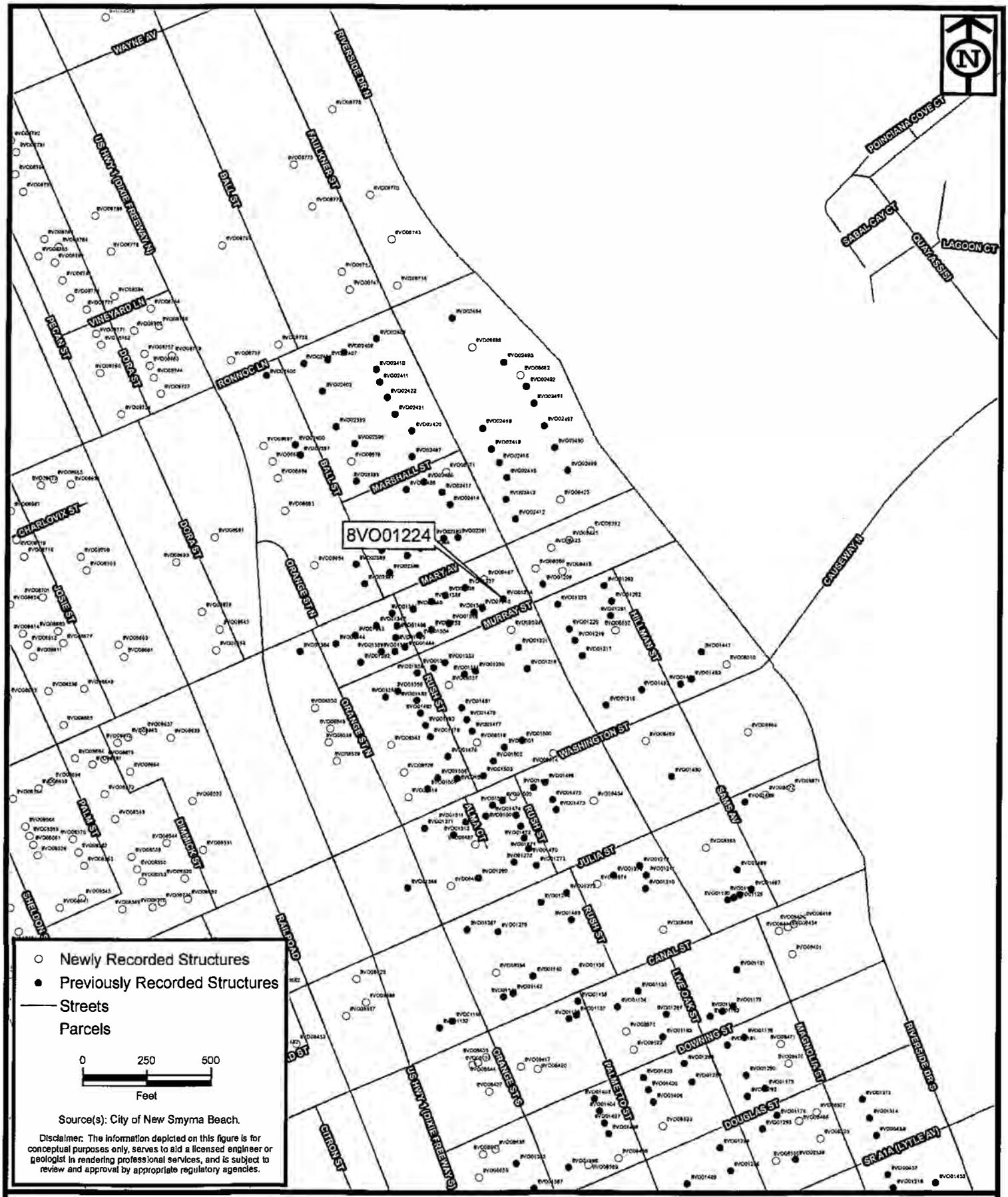
> **Original, intermediate, present uses/year started/year ended:**
Private residence;;

> **Research methods:**
FL Master Site File-Manuscripts
FL Master Site File-Cultural Resources
Newspaper files
Plat map
Examine local property records
Sanborn maps
FL Archives-not FMSF
Library research-local
Pedestrian

> **Area(s) of historical significance:**
Architecture
Commerce

> **Repositories: Collection/Housed/Accession#/Describe**

> **[Other name(s)]:**



ENVIRONMENTAL SERVICES, INC.
7220 Financial Way, Suite 100
Jacksonville, Florida 32256
(904) 470-2200
(904) 470-2112 Fax
www.environmentalservicesinc.com

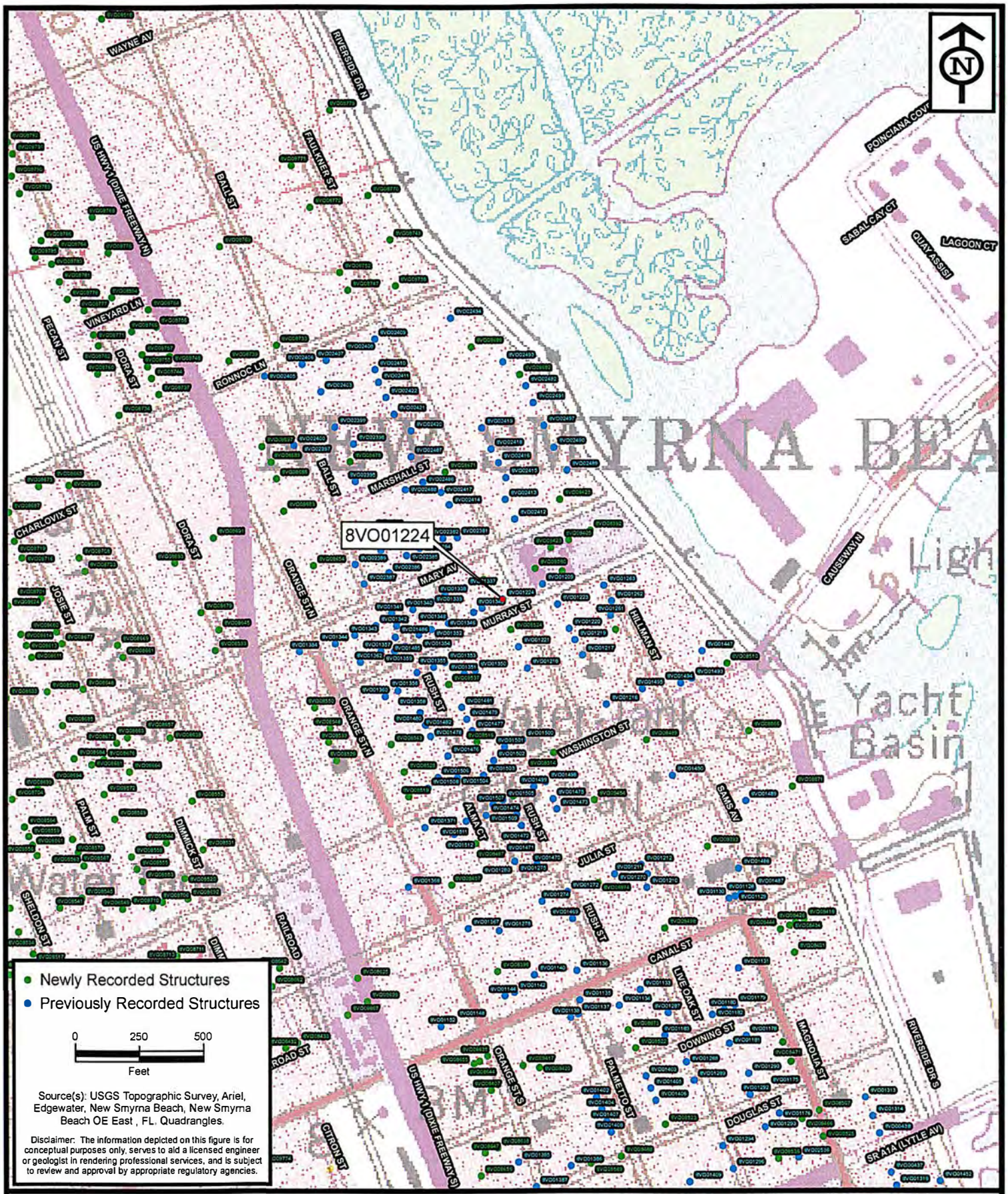
Street Map of Surveyed Historic Resources

New Smyrna Beach

Volusia County, Florida

Project:	EV07181.00
Date:	Mar. 2008
Drwn/Chkd:	JDS/JRN
FMSF #:	8VO01224

File: Q:\2007_Projects\EV_Projects\EV07181\geo_r02\figures\structures_streets_mapbook.mxd Printed: 03/25/2008 10:55 am



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(904) 470-2112 Fax
www.environmentalservicesinc.com

Location Map of Surveyed Historic Resources

New Smyrna Beach

Volusia County, Florida

Project:	EV07181.00
Date:	Mar. 2008
Drwn/Chkd:	JDS/JRN
FMSF #:	**8VO01224**

File: Q:\2007_Projects\EV_Projects\EV07181\geo_r02\figures\structures_USGS_mapbook.mxd Printed: 03/25/2008 10:00 am

Donnadine Miller Memorial Historic Preservation Award Nomination Form

☐ Residential (Single Family) ■ Non-Residential

Building Address: 101 Canal Street, New Symrna Beach, FL 32168

Year Built: 1957

Architectural Style:

☐ Vernacular ☐ Spanish Eclectic ☐ Craftsman ☒ Other: Midcentury Modern

***Please include a photograph of the front of the building.**

Description of the history of the building or site and why it is significant:

101 Canal Street has a rich and varied history that reflects the evolving needs of its community. Originally opened as a pharmacy, insurance agency, law firm. Then later becoming an Auto Tag Office. Now, the building has undergone a remarkable transformation, emerging as a mid-century modern real estate company. This internationally renowned real estate firm ~~boasts~~ demonstrates luxury appeal and a commitment to exemplary customer service, the firm treats every home as if it were a mansion, continuing the site's legacy of excellence and adaption.

Property Owner(s)Name: 101 Canal LLC

Owner(s) Address: 101 Canal Street, New Smyrna Beach, FL 32168

Owner(s) Phone Number: 407-448-2733

Owner(s) Email Address: admin@realtyflgroup.com

Email Applications to: Rmathen@citvofnsb.com

Side | Before

Front / Before

Front / After



Side / After

ENGEL&VÖLKERS®

Dear Members of the New Smyrna Beach Historic Preservation Committee,

Thank you for the opportunity to engage with our community's preservation efforts. We are especially grateful to Angeline Herman for inspiring us to apply for the Donnadine Miller Memorial Historic Preservation Award.

New Smyrna Beach's rich history is an honor to help preserve, and Angeline's guidance deepened our appreciation for its unique history and heritage. Your dedication ensures that future generations will continue to enjoy the historic charm that defines our area that we call home.

Thank you again for considering us for this honor, and please extend our gratitude to Angeline Herman. We look forward to future collaborations in preserving New Smyrna Beach's History.

Sincerly,
"The Canal"

101 Canal Street, New Smyrna Beach, FL 32168
NewSmyrnaBeach.evrealestate.com
(386) 213-6899

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

CITY MANAGER'S REPORT

November 11, 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 11-11-2025_with KC Edits and Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – November 11, 2025**

Date: November 5, 2025

- This year's Citizens Academy is nearing completion. Graduates will be celebrated at the November 18 City Commission Meeting.

- The City is updating its Comprehensive Plan and will host an Open House 5:30 – 7:30 on November 11 in the Commission Chambers to hear from citizens. The Open House will begin at 5:30pm in the Commission Chambers and move to the lobby area when the City Commission meeting begins. This is a drop-in event and no formal presentation will be given.

- The Economic Development Director will provide an update during the November 18 meeting about CRA and economic development activities. The Capital Projects Director will provide an update during the December 9 meeting about current and future capital projects.

- Followed up on citizen comments received during the October 28 City Commission meeting regarding drainage concerns at the Dolphin Cove Community. City staff met on-site with community representatives on October 30.

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

- Met with Chamber of Commerce representatives to further discuss the lease for Chamber of Commerce Building on October 30.

- The Veterans Day Celebration is scheduled for November 11 at 11:00 am at the Brannon Center. Let's come together as a community to pay tribute to the courage and sacrifice of our nation's heroes. Enjoy patriotic performances by The Sanford Jazz Ensemble and Harmony Sound Waves Women's A Cappella Chorus, a Presentation of Colors by the U.S. Naval Sea Cadet Corps, remarks from Mayor Fred Cleveland, and a 21-Gun Honor Salute by VFW Post 4250.

- City crews are busy installing decorative lights in preparation for the upcoming holiday season. The Canal Street holiday lights will be turned on Friday November 28 during the "Spark the Spirit" event. The Flagler Avenue lights will be turned on the following Friday December 5 during the "Light up Flagler" event. The annual Christmas Parade is scheduled for Saturday December 6.

- Congratulations to the following City employees who recently received certificates and recognition:
    - Janet Vivian - Certified Public Procurement Officer
    - Stephanie Coffman - FEMA IS-230 Certificate
    - Demie Alvarez and HR Team - Wellness Program recognition
    - Kristopher Smith - CDL License

- Please find attached the Capital Project Monthly Report.

- Please find attached the Stormwater Monthly Report.

- Please find attached the attached monthly Parking 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.

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	10/31/2025

Projects Completed & Key Accomplishments

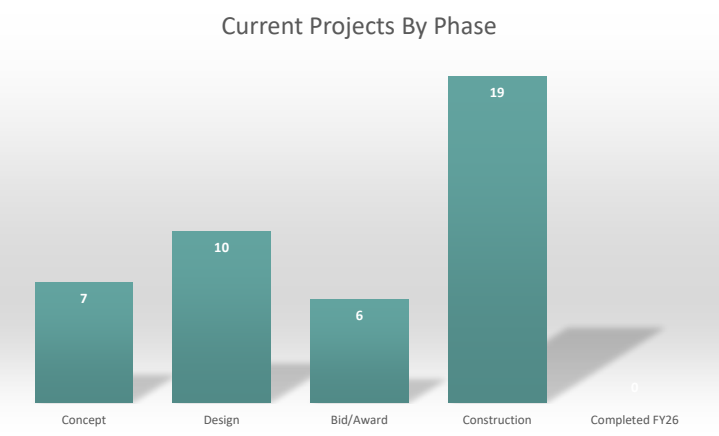
Project Manager/Task Owne	Project	Status
Kyle Fegley	Held Second Public Meeting for the Vulnerability Assessment on 10/22	10/22/2025
Arvin Weese	Substantial Completion of Taxiway Bravo Project	10/8/2025
Arvin Weese	Substantial Completion of 1501 Airway Circle Rehab Project	10/22/2025

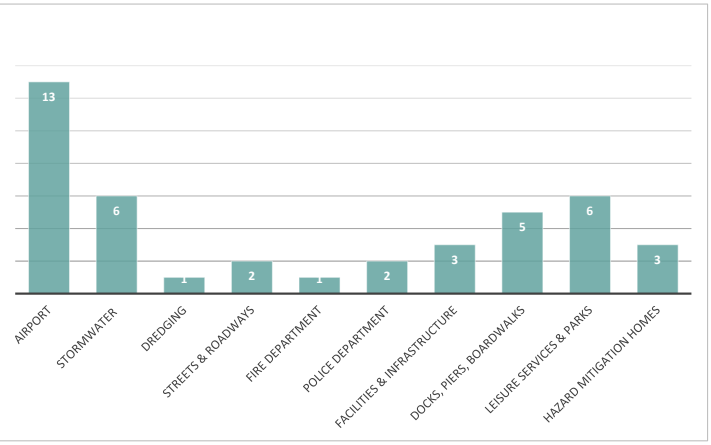
Upcoming

Key Events, Major Milestones, & Goals
☐ Dredging at Pine Shores ongoing
☐ Pettis Park Shade Structure started Construction
☐ Lights for Sports Complex Materials have been ordered
☐ Taxiway Bravo 95% complete
☐ North Atlantic Drainage 40% complete
☐ Brannon Center Dock 70% Complete
☐ Barracuda BLVD started construction
☐ Paige Pickleball courts 60% Complete

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Airport Admin Building	Construction	Airport	Bid Opening Nov 6th
Washington Street	Construction	Kyle Fegley	Draft
Sports Complex Playground	Concept	Rob Salazar	Intent to Award
`			





Stormwater Report 10/31
Stormwater Projects

- **City Wide Comprehensive Master Plan:** Scope of work finalized. Waiting on County to award Project.

- **Corbin Park:** This project was awarded $6,000,000 by Transform 386. The remainder of the project will be managed by the County. The Federal Environmental Survey has been completed. Construction for this project is slated for Spring of 2026.

Historic Westside: Mitigation Needs Assessment Survey submitted to Volusia County under Transform 386 CBDG Disaster Recovery for Hurricane Milton. Waiting to hear back from County Staff. The requested amount is for $5,000,000 based on the Engineer's construction cost estimates.

- The City has been awarded $1,000,000 in State Appropriation Funding.

- **North Atlantic Drainage:** Construction is 40% complete and making consistent progress.

- **Pine Shores Dredging:** Dredging is ongoing, expected to take 2 months to complete.
- **Gabordy Pond & Cemetery Canal:** City is working to attain permits for both sites.

	Action Item Description	Updates as of 10/8/2025
1	Right-Price Parking with Meter Technology	Received quote and scope from the vendor. Met with the City Manager on 10/30 and will be requesting a revised quote to include additional services. Also met with a second vendor offering similar technology but determined it is not a suitable fit for the City. The project will be presented to the Commission at the appropriate time once all details and new technology plans are finalized.
2	Pursue Shared Parking Agreements	Have met with the Coronado Church to discuss options in the Flagler area. Also have looked at vacant lots to see if it would make sense for the city to purchase
3	Launch Remote Parking for Residents to special events	Parking and Moblity Department has been added to the City's Special Event Committee . This will ensure that parking and transportation needs are met before an event can be approved. Will be
4	Develop Multimodal Master Plan	Met with a vendor currently used in other Florida cities to explore options for a rideshare-type program for NSB. Awaiting a quote and scope of work to determine if this program would be a good fit for the City and align with goals of reducing traffic and promoting alternative transportation options. Additionally, three new bike racks have arrived and are awaiting installation at the Coronado Church lot, Shuffleboard area, and Flagler Boardwalk.
5	Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are optimally paired for the city	Met with Park Volusia twice to begin discussions on integrating and combining our parking systems. Also met with the shared vendor, Duncan Solutions, and identified potential opportunities to partially merge permit systems to meet our goals. Next steps include discussing the options with the City Manager and City Attorney, as well as reviewing the interlocal agreement between the City and County. A meeting with County Representatives is scheduled for 11/6 to provide updates and outline next steps.
6	Develop webpage on City website with parking instructions & information including links to external resources	Links to County Parking registration is accessible. City Parking FAQS were updated by Parking Enforcement Supervisor on 8/25. Emails for Resident permit renewels sent out on 10/1. All permits expire 12/31 unless renewed. Looking at creating an APP along with PGS software rollout. Will also be able to share real-time parking data with all users.
7	Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on the city website	Staying abreast of any future events and assist as necessary
8	Work with local establishments to include parking instructions to access their respective establishments on their websites	I have met with the Canal District group and will continue to do so to help their customers. Also have met with SE Volusia County Chamber and NSB Visitors Bureau to discuss needs of residents and visitors
9	Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy	New loading signs have been ordered for Flagler Ave in hopes of reducing confusion and increasing utlitzation of spots after designated load times. New signs for paid parking lots have been installed and have decreased the amount of tickets given out due to confusion of ownership of parking Lots. Improvements to Coronado Lot lot have also been an success , limiting the calls for vehicles that are blocked in. 7 additional parking lot signs were ordered on 10/30 for installation in several of the paid lots.
10	Paint X-Markings in front of 2 driveways along western side of street on N. Peninsula at Florida and Esther to deter vehicles from blocking ingress and egress	Identified 24 locations where "X" will be marked on Flagler to prevent parking in driveways. Public Works has this scheduled in the coming weeks.
11	Participate in the Waze for Cities Program and Work with Parkopedia (Apple Maps) to ensure accurate parking data.	Parkopedia Data continues to be accessible to general public. Various city events with road closures have been inputted into Waze for real time traffic data. NSB Farmers' Market, Cars on Canal, and Canal St nights to say a few. This tool will be heavily used during the holiday season.
12	Work with FDOT to install messaging boards along SR44 as part of future widening project	As part of our Parking Guidance System project we have the ability to have our own signs that we can control. We have indentifed 4 locations for signage that will show both real-time parking inventory and ability to add our own messaging.
13	Work with FDOT and City Parking Enforcement on coordinated	If the new PGS system is installed we would leverage our own signs and not need to rely on the FDOT

	messaging electronic signage.	signs.
14	Work with City of New Smryna Beeach Maintenance to ensure trash pickup on peak holidays and events will not block streets along Flagler Ave.	Will bring this up for discussion as part of bidding process for waste management contracts.
15	Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan for new tenant and potential excess parking supply	Staying abreast of developments along with Economic Development Director
16	Identify anticipated date Advent Health near south Causeway will vacate building and plan for new tenant and potential excess parking	Staying abreast of developments along with Economic Development Director
17	Organize parking at North Beach Park on Sapphire Road right of way and include in the paid parking program; organize parking on 2nd Ave for safety improvements; organize parking on Peninsula Drive south of Flagler Ave on the east side	Work on the new parking area on Sapphire has begun. A new 10 foot wide sidewalk will be installed, drainage will be fixed to drain away from the road, sod planted, and 12 paid parallel parking spaces will be installed. Signage is on site and ready to be installed once the project is complete and ready for operation.
18	Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Signs have been installed at all three kiosks in the Flagler Ave Boardwalk Lot.

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

CITY MANAGER'S REPORT

November 11, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

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 28, 2025.

November 11, 2025

Background:
The City Commission held a regular meeting on Tuesday, October 28, 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 28, 2025 - Minutes.pdf

City Commission Regular Meeting
Tuesday, October 28, 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 28, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 6:50 PM.

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the continuance of agenda item 10.A. Ordinance No. 65-25 the Tuesday, March 10, 2026, City Commission Meeting.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Global Entrepreneurship Month

The City Commission presented a proclamation recognizing Global Entrepreneurship Month

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

The City Commission presented a proclamation celebrating 75 years of service to the Housing Authority.

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

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

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

Jennifer Coolidge ACA Executive Director Peggy Imbert Tenured Professory, Russ North , President, outlined a PowerPoint presentation.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

City Attorney Avallone read Ordinance No. 65-25 for the second time by title only.

Motion:

Vice Mayor Martin moved to continue Ordinance No. 65-25 which would amend Section 504.02, R-2 Single-Family Residential, Special Exception Use of School and or a House of to the Tuesday, March 10, 2026, City Commission regular meeting. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

6. PUBLIC PARTICIPATION

Gina Allocca Ferlan, 628 South Pine Street, stated that the neighborhood residents would like to work with city staff regarding Ordinance No. 65-25.

Ashton Musgrove, 725 West Canal Street, acknowledged attendees of the Centennial celebration for the New Smyrna Beach Board of Realtors event and the Economic Development Summit. She discussed the Charter referendum and a podcast related to ballot questions. Additionally, commented on provided housing statistics for the community.

Audia Ricker, 1321 Wayne Avenue, expressed appreciation for the assistance provided by the New Smyrna Beach Police Department. She noted her comments regarding the police blog and the absence of detailed information. Additionally, she acknowledged Phil Veski's role in the Citizens Academy.

Williams Bob, 3011 Trubs Trace, thanked the City Commission for participating in Southeast Volusia Chamber of Commerce Economic Development Summitt.

Gerry Falzone, 6080-3501 South Atlantic Avenue, commented on behalf of the Atlantic Center for the Arts and thanked the city for partnership over the last 40 years.

Cindi Flanigan 2401 Saxon Drive, Advent Health New Smyrna Beach Foundation, commented on the 2025 Charity Ball to be held on November 13, 2025.

Christel Saylor, 645 Ball Street, commented on the rainfall and the infrastructure in the city and remarked on the displacement of rainwater.

Mary Lou Wentland, President of Dolphin Cove Association; 64 Sable Cay Court, commented on the water runoff on to the Dolphin Cove Townhouse. She commented on Riverwalk and the use of the stormwater system in the community.

Jesse Romero 708 South Cooper Street, commented on the City Commission meeting time change in 2026, and the Board of Realtor podcast.

Mark Billings, 128 Mangrove Estates Circle, commented as the Chairman of the Charter Review, he explained the process of the Charter Review Committee.

Mike Ison, 624 North Riverside Drive, Vice Chair of the Charter Review Committee, encouraged citizens to review the Charter Review meetings via the city's website. He commented on the special election.

7. CONSENT AGENDA

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

Motion:
Vice Mayor Martin moved to adopt the minutes from the City Commission regular meeting held on Tuesday, October 14, 2025. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 37-25, which would authorize the City of New Smyrna Beach to join the Florida Short Term Asset Reserve (FLSTAR) Investment Pool. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 38-25 which 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. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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

Motion:
Vice Mayor Martin moved to approve the award of RFQ 15-25-HR, Retirement Plan Administration, to Empower Retirement, LLC. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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

Motion:
Vice Mayor Martin moved to approve the Memorandum of Understanding between the City and the Atlantic Center for the Arts. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Vice Mayor Martin moved to approve the 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. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Vice Mayor Martin moved to approve the extension of a contract with Allen, Norton, & Blue to provide services as the City's outside labor attorney. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Vice Mayor Martin moved to approve the IMAGES, A Festival of the Arts to be held on Friday, January 23rd through Sunday, January 25, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Vice Mayor Martin moved to approve the MOPARS at the Beach Cruise In and Lighting Display Event on Canal Street, to be held on Thursday, March 12, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

Motion:
Commissioner Ashley moved to approve the 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. Vice Mayor Martin seconded the motion. The motion passed by 3-2 majority vote with Commissioner Perrine and Mayor Cleveland voting no.

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.

Ordinance No. 65-25 was continued to Tuesday, March 10, 2026, City Commission regular meeting.

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.

A public hearing was held regarding Ordinance No. 66-25.

City Attorney Avallone read Ordinance No. 66-25 for the second time by title only.

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. 66-25 which would annex approximately 0.45 + acres of land located at 125 Jungle Road. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 67-25.

City Attorney Avallone read Ordinance No. 67-25 for the second time by title only.

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:
Commissioner McGuirk moved to adopt Ordinance No. 67-25 which 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. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 68-25.

City Attorney Avallone read Ordinance No. 68-25 for the second time by title only.

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. 68-25 which would rezone approximately 0.45 + acres of land located at 125 Jungle Road as part of an overall annexation application. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 69-25.

City Attorney Avallone read Ordinance No. 69-25 for the second time by title only.

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. 69-25 which would annex approximately 12.88 + acres of land located at 824 Ingham Road. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 70-25.

City Attorney Avallone read Ordinance No. 70-25 for the second time by title only.

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. 70-25 which 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. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 71-25.

City Attorney Avallone read Ordinance No. 71-25 for the second time by title only.

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. 71-25 Ordinance, which 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. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 72-25.

City Attorney Avallone read Ordinance No. 72-25 for the second time by title only.

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. 72-25 Ordinance, which would annex approximately 2.66 + acres of land located at 736 Louella Street. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 73-25.

City Attorney Avallone read Ordinance No. 73-25 for the second time by title only.

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. 73-25, which 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. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 74-25.

City Attorney Avallone read Ordinance No. 74-25 for the second time by title only.

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. 74-25 which 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. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

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.

A public hearing was held regarding Ordinance No. 75-25.

City Attorney Avallone read Ordinance No. 75-25 for the second time by title only.

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. 75-25 which would grant a non-exclusive franchise agreement to CFB Outdoors Inc. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

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.

City Attorney Avallone read Ordinance No. 77-25 for the first time by title only. She announced that second reading and public hearing was scheduled for Tuesday, November 11, 2025.

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.

City Attorney Avallone read Ordinance No. 78-25 for the first time by title only. She announced that second reading and public hearing was scheduled for Tuesday, November 11, 2025.

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.

Deb Denys and David McKenna were appointed to three-year terms on the Planning and Zoning Board, and their appointments were scheduled to expire 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.

Palmer Wilson was reappointed to serve a two (2) year term on the Police Pension Board 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.

Randy Hartman was appointed to serve a four (4) year term on the Fire Pension Board 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

Vice Mayor Martin discussed collaborating with the Florida League of Cities for the State Legislative Session. She referenced events at Burns Sci Tech and within the Art Community. She requested clarification about the City Commission meeting scheduled for Tuesday, November 11, 2025. Additionally, she mentioned early voting in Deland and encouraged residents to check their polling locations.

Commissioner McGuirk thanked the Southeast Volusia Chamber of Commerce for hosting the Economic Summit and noted improvements on State Road 44 and its intersection with Old Mission.

Commissioner Perrine commented on boards and commission advertisement vacancy. She suggested board training and a Workshop on Chapter 50. She remarked on social media and misrepresentation of information.

Commissioner Ashley commented on Southeast Volusia Summitt, the fall festival held at the New Smyrna Beach Sports Complex and the Halloween costume judging contest.

Mayor Cleveland commented on the New Smyrna Beach Fall Festival and the Southeast Volusia Economic Development Summit. He discussed Jessica Fentress's work on beach restoration and recognized the Centennial Anniversary of the Board of Realtors. He also stated that the Canaveral National Seashore was closed. Additionally, Mayor Cleveland announced that the Atlantic Center of the Arts event, "Forward New Smyrna Beach," would be held on November 18, 2025, at 6:00 PM at the Brannon Center. He further announced the Veterans Day event, which was scheduled for November 11, 2025.

14. CITY CLERK'S REPORT

14.A Meeting Notice: 2026 City Commission Regular Meetings

By City Commission consensus, Vice Mayor Martin and Commissioner McGuirk were designated as members of the canvassing board for the Special Election to be held on Tuesday, November 4, 2025.

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 - LEISURE SERVICES

CONSIDER THE APPROVAL FOR AWARD OF RFP 16-25 LS FOR CITYWIDE NAMING RIGHTS AND SPONSORSHIPS

November 11, 2025

Background:

In July 2025, the City advertised an RFP for qualified firms to provide Naming Rights and Sponsorship consultant services to the city. The services desired by the city include but are not limited to the consultant developing a program for naming rights and sponsorship program for city assets including buildings, stadiums, fields, athletic courts, etc.

Findings:

The RFP was advertised beginning July 21st and closed August 25th. Three qualified firms submitted proposals. The qualified firms that submitted proposals were B. Partners, Instigo, and The Superlative Group.

Upon review of the proposals, the evaluation committee has recommended the contract for this initiative be awarded to The Superlative Group.

Fiscal Analysis:

The Superlative Group has proposed a multi-phased approach for this project. Phase I will include kicking off the project, site visits, developing an asset database, a qualitative assessment of asset value, and review of the proposed plan by city staff. Phase I should take approximately 12 weeks. This phase will have a $60,000 initial project fee with travel costs reimbursed at cost.

Phase II of this project will consist of The Superlative Group rolling out a strategic sales campaign for our city assets, prospecting, negotiating and completing agreements, managing and auditing ongoing rights, and presenting progress reports. Phase II is scheduled to take about 12 months. This phase of the project call for a $5,000/month retainer plus 20% commission on all sales and pre-approved travel reimbursement at cost OR $7,500/month retainer plus 15% commission on all sales and all pre-approved travel reimbursed at cost.

Funding for this available in the FY 26 Leisure Services budget.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

RFP 16-15-LS CITYWIDE NAMING RIGHTS AND SPONSORSHIP W ATTACHMENTS.pdf
Evaluation Tabulation.pdf
Superlative Group Proposal.pdf
Superlative Group List of References w forms.pdf
City of NSB The Superlative Group Contract.pdf

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

https://www.cityofnsb.com/

RFP 16-25-LS

CITYWIDE NAMING RIGHTS & SPONSORSHIP, REBID

RELEASE DATE: July 21, 2025
DEADLINE FOR QUESTIONS: August 5, 2025
RESPONSE DEADLINE: August 25, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 16-25-LS

Citywide Naming Rights & Sponsorship, Rebid

I. Public Notice .....
II. Introduction .....
III. General Information .....
IV. Definitions .....
V. Description of Services .....
VI. Minimum Qualifications .....
VII. Submittal Requirements .....
VIII. Insurance Requirements .....
IX. Required Responses .....

Attachments:
A - Public Records
B - Draft contract
C - City Required forms
D - Reference Questionnaire

I. Public Notice

16-25-LS

Citywide Naming Rights & Sponsorship, Rebid

The City of New Smyrna Beach, Florida (the "City") is requesting proposals from qualified consultants or firms interested in providing Citywide Naming Rights & Sponsorship, Rebid services as listed in the City's specifications.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Monday, July 21, 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, Florida (the "City") is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor or Proposer, to provide Naming Rights and Sponsorship Services for the City, in accordance with the terms, conditions, and specifications contained in this solicitation.

Services include but not limited to developing a program for naming rights and obtaining sponsorships for the City.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 32,400. 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 the 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:
Leisure Services

II.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	July 21, 2025
Deadline for Written Questions	August 5, 2025, 5:00pm
Proposal Submission Deadline	August 25, 2025, 5:00pm
Opening of Submittals	August 26, 2025, 11:00am Microsoft Teams Meeting, Call in (audio only) Dial in by phone: 786-636-1338 Phone conference Meeting ID: 997 518 626#

Evaluation Meeting	September 8, 2025 Microsoft Teams Meeting, Call in (audio only) Dial in by phone: 786-636-1338 Phone conference Meeting ID: 472 508 52#
Recommendation of award to City Commission	October 14, 2025

III. General Information

III.A Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

III.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.

III.C Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

III.D City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

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.

III.E Award of Contract and Professional Services Agreement

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 Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest 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 or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

III.F 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.

III.G Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provide as an attachment in Section 9 of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

III.H Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in the section of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. 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 committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

III.I E-Verify

The 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.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

III.J Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants 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 Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

III.K Florida Public Records Act

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 Respondent 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 Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. 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.

III.L 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 bids or 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.

III.M 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.

III.N 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.

III.O Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) 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 firm(s) 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.

III.P Inquiries

All questions related to this RFP 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 Tuesday, August 5, 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, please 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 questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

III.Q Joint Ventures

Responders that are intending to submit a bid response 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 bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms 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.

III.R 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 bid. 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.

III.S 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 respondent will in no way be cause for relief from responsibility.

III.T Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant 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 Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant'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.

III.U 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.

III.V On-line Provider Disclaimer

It is recommended that respondents 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.

III.W Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section 2 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 Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

III.X 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. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

III.Y Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.Z 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.

III.AA 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, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

III.BB 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 bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.CC Proposal Due Date

Submittals shall be received prior to 5:00 pm on Monday, August 25, 2025. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

III.DD Protest Procedures

1) Respondents 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 service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) 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.

4) The formal written protest shall include with it a bid 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 bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

III.EE 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."

III.FF Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant 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 consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

III.GG Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

III.HH Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator 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.

III.II Single Proposal

Each Proposer must submit, with their bid, 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-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

III.JJ State Registration Requirements

Any corporation 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).

III.KK 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 event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

III.LL 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.

III.MM 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 RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

IV. Definitions

IV.A General Definitions

The terms used in this specification are defined as follows:

CITY: City Of New Smyrna Beach

CONTRACT: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

CONSULTANT: The person, firm or corporation with whom this Contract is executed by the Owner.

OWNER: City of New Smyrna Beach

SCOPE OF SERVICE(S): The detailed written description of the work.

SURETY: Any person, firm or corporation that has executed as Surety.

VENDOR: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

"Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

V. Description of Services

V.A General Description of Services

Scope of Work: Identify, solicit, and maximize opportunities available to the City of New Smyrna Beach for naming rights and sponsorship opportunities for City owned facilities and assets.

Tasks include, but not limited to:

A. Identify all of the City's salable assets that are markable for naming rights.
B. Generate operational revenue for the City in cash/commitments in naming rights.
C. Identify appropriate levels of pricing of sponsorship appropriate for each asset.

D. Utilize inventory of assets, fields, scoreboards, etc. at the Sports Complex to diversify opportunities available to potential sponsors.

E. Solicit corporate interest in naming rights of Brannon Center and dock.

F. Explore opportunities available related to pickleball including new courts being built at Paige Avenue, ads on courts, banners, etc.

G. Create and manage contracts with individual sponsors, including defining the appropriate terms and conditions.

Naming Rights refer to the City's inventory of assets. Provider shall provide the services for the development of Naming Rights. Provider shall commit one Lead Consultant that works directly with the City's staff. The City is not interested in working with a "team" of providers to handle different aspects of the sponsorship responsibilities defined in the scope of services.

Provider shall render the services in a diligent, careful, thorough and professional manner consistent with good business practice, shall at all times provide the City with the most sound and reasonable recommendation and advice. Time shall be of the essence with respect to all matters set forth in this Agreement. Provider may provide promotion, management and coaching services to other existing clients provided such efforts do not conflict or otherwise interfere with Provider's performance of the services to the city.

The scope of services for naming rights includes the following, but is not limited to:

Developing Sponsorship Programs:

- Establish categories or types for solicitation and create the components for naming rights.
- Create benefit grid(s) to indicate what each sponsor provided and what benefits they receive in return, i.e. banner onsite, inclusion in radio spot, onsite booth, etc.
- Identify untapped and incremental revenue sources.
- Assist with collateral creation.
- Provide promotional ideas for sponsors and the City.
- Assist in the creation of electronic media promotion/contest to ensure quality.
- Take inventory of City owned assets including facilities, buildings, courts, fields, stadium, etc.
- Identify assets which would be desirable top potential to third parties for naming rights/sponsorships.
- Recommend sponsorship levels and terms for each identified asset. Terms to include potential signage, exclusivity, etc.
- Solicit commitments and agreements from third-party organizations for naming rights and sponsor packages.

Soliciting Sponsorships:

- Develop sponsorship solicitation strategies and timelines.
- Negotiate each sponsorship deal.
- Ensure necessary permits, insurance, waivers, etc. are handled.
- Address necessary security issues.
- Oversee creation of necessary sponsorship signage.

Naming Rights:

- Analyze inventory, develop new concepts, catalog and classify inventory, value and rank assets.
- Develop and identify business in targeted categories, strategic plan, review existing rights.
- Develop implementation program.

Implementation:

- Create marketing plan and program or any other such process that assists the City in securing naming rights and assisting the City in the evaluation of proposals received.
- Create and execute promotion to drive traffic for sponsors and ensure sponsor goals are met.
- Assist with securing partners to provide in-kind services including, but not limited to, hospitality, media, etc.
- Act as liaison between City and sponsors to ensure best results prevail.

Reporting:

- Attend meetings with team and provide monthly updates.
- Provide quarterly progress reports to City staff.
- Provide a year-end summary and analysis of achievements. The Vendor hereby acknowledges that the City may have certain contractual obligations under various contracts which may prohibit or alter the potential sponsorship agreements developed by Vendor for this Agreement.

V.B Contract

It is the City's intent to enter into one agreement with one company for an initial term of one (1) year with two (2) optional one (1) year periods for renewal, upon approval of the City Commission. Fees shall not increase during the initial term of the contract. However, requests for a price increase can be submitted to the City ninety (90) days prior to a renewal. Price increase requests shall be accompanied by applicable supporting documentation.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its

power to execute such contract to any person, company or corporation without prior written consent of the City.

Contract with Sponsors: Contracts with the sponsors are the responsibility of the awarded proposer.

VI. Minimum Qualifications

VI.A Minimum Qualifications

Each Proposer must satisfy the following Minimum Qualifications to be considered for this solicitation. Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the City are final.

Florida Division of Corporations:

- Licensed to conduct business in the State of Florida and registered through Sunbiz with an "Active" Status.

License/Certificates:

- Proposers are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.
- Copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.
- A City of New Smyrna Beach business tax receipt is required if located within the City of New Smyrna Beach.

Experience:

- Demonstrated skills and success in naming rights and sponsorship.
- Previous experience working with municipalities and/or local government.
- Marketing and fund-raising experience.
- Proposer must have proven track record of experience in naming rights, soliciting cash and in-kind sponsorships.
- Proposer shall provide one consistent Lead Consultant that works directly with the City's Leisure Services Designated Representative.

- Proposer has had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty, and no prior violation of the city's ethical standards or suspension or debarment by the city or another government

VII. Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VII.A Evaluation Committee and Evaluation Factors

A committee of city employees shall evaluate and rank each submittal based on information provided. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

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.

A selected group of proposers may be required to make an oral presentation to the committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Points Per Evaluation Committee Member
Experience and Qualifications	35
Scope Approach, Anticipated Timeframe, and Technological Resources	30

Fee Proposal	20
References	15
Total	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. 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.

VII.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 and 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.

VII.C Introduction and Management Summary

At a minimum shall include:

- Cover page that representing the firm that is submitting a proposal.
- An introduction and executive summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Respondent's experience and qualifications.
- 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.
- A brief profile of the firm to include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total

number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.

- Management 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 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.
- Provide the number of years in business, including operation under other firm names, providing services similar to those described herein.
- Provide the number of years in business in the State of Florida.

VII.D Experience and Qualifications

At a minimum shall include:

A. Organizational Profile/staff charts to include the size of the organization and breakdown of the number of employees by job classification. The chart should specifically relate to the Designated Representative/Lead Consultant assigned to the City of New Smyrna Beach.

B. Resume of Designated Representative/Lead Consultant assigned to the City of New Smyrna Beach.

C. Provide the name, title, and resume for the Designate Representative/Lead Consultant assigned to the city.

D. Include the number of years the Designated Representative/Lead consultant has of experience, the type of experience and success information.

E. Provide at least one example of a unique sponsorship deal, tailored to meet a specific sponsor goal, with proven results.

F. Provide detailed information of successful contracts with other organizations. Information to include number of projects, success rate, and funds raised.

G. Copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

H. Eligibility: Federal, State and Local licensing requirements shall apply.

VII.E Scope Approach, Deliverables, Anticipated Timeframe, and Technological Resources

Approach:

- Describe your firm's marketing and promotional approach from inception through to completion of the services listed herein to ensure all of the city's requirements are satisfied and provide an anticipated timeframe to complete milestones.

- List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.
- Provide a summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.
- Provide your firm's methodology for raising funds and commitments.
- Provide your firm's methodology for utilizing city assets to diversify opportunities available to potential sponsors.

Deliverables and anticipated timeframe: Provide examples of detailed reports or other methodology for completion of tasks or goals. Include proposed timeline for the completion of services. The City is open to considering other deliverables and timelines based on the consultant(s) resources. Any recommendations need to be provided, in detail, in the consultant(s) proposal.

Technological Resources: Provide detailed information and experience of technologically advanced software other than Microsoft Excel to provide statistically accurate data analysis, comparative charts or graphs, and enhanced reporting capabilities.

VII.F Fee Proposal

Submittals shall include a detailed fee proposal. Fee proposal shall be based on a percentage commission, per sponsorship and naming rights that is contracted. Fee proposal shall not include any hidden cost. Fee proposal shall include options to add or remove services that may be required along with the associated costs.

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.

VII.G References

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in the Attachment Section of this document.

In addition to the completed Reference Form, Proposer's shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Tuesday, August 5, 2025, with 16-25-LS Citywide Naming Rights & Sponsorship, Rebid in the subject line of the email.

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).

VII.H Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VII.I Complete Copy of Submittal

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Introduction and Management Summary
- Experience and Qualifications
- Scope Approach, Anticipated Timeframe and Technological Resources
- Fee Proposal
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

VIII. Insurance Requirements

VIII.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. $1,000,000 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. **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 consultant 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 Consultant.
   2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder.

Certificate Holder:

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

VIII.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.

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*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

IX.D Employer Identification Number**

Please 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 consultant as its act and deed and that the consultant 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 Professional Consultant(s) shall be required to sign a standard City contract within fourteen (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: 16-25-LS - Citywide Naming Rights & Sponsorship, Rebid

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 Management Summary *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Management Summary.

*Response required

IX.J Experience and Qualifications*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications.

*Response required

IX.K Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources.

*Response required

IX.L Fees Proposal *

Upload a detailed fee proposal. Fee proposal shall be based on a percentage commission, per sponsorship and naming rights that is contracted. Fee proposal shall not include any hidden cost. Fee proposal shall include options to add or remove services that may be required along with the associated costs.

*Response required

IX.M References*

Upload a list of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. A reference form provided is provided in the Attachment Section of this document.

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 Reference Questionnaire *

In addition to the completed Reference Form, Proposer understands that they shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to Monday, August 25, 2025.

☐ Please confirm
*Response required

IX.O Financial Stability *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

IX.P City Required Forms*

Upload as one (1) PDF document the COMPLETED required forms provided in the Attachment Section of this solicitation.

*Response required

IX.Q Complete Copy of Submittal*

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document. Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

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 Respondent 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 Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. 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.

Company name
Citywide Naming Rights & Sponsorship Rebid

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, 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 RFP 16-25-LS, Citywide Naming Rights & Sponsorship Rebid**, 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. 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 one (1) year from the date of the award. After the initial term, and upon consent of both parties, this agreement may be renewed administratively under the same terms and conditions for two (2) optional one (1) year period. The maximum term for this Agreement and all renewals is a cumulative term of three (3) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 16-25-LS, Citywide Naming Rights & Sponsorship Rebid, 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 with addendums
B. Award Bid Proposal
C. Presentation of Services
D. Fee Proposal

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

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

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

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

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

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	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor- Harding, Interim City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	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

City of New Smyrna Beach

Proposal Response: Citywide Naming Rights & Sponsorship, Rebid

Project ID: **16-25-LS**

Company Name: _____

Print Authorized Officer Name & Title: _____

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: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	

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 #

_____
Print Name

_____
Signature/Title)

_____
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: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	RFP 16-25-LS
BID TITLE:	Citywide Naming Rights & Sponsorship - Rebid

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ 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.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

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: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

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)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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

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.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

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: _____

_____
Authorized Signature and Title

_____
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:

_____.

_____ _____

Firm Date

_____ _____

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: _____

Authorized Signature

_____

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 _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, 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

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

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: _____

Print Name: _____

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

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

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 _____ ("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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 16-25-LS, Citywide Naming Rights & Sponsorship - Rebid**.
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.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

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

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

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		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

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: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title 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: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
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

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

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

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 16-25-LS: CITYWIDE NAMING RIGHTS AND SPONSORSHIP, REBID

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Please rate your satisfaction with the communication from the vendor.	
2	Please rate the level of responsiveness and timeliness of response of the vendor to questions or inquiries you had.	
3	Please rate the quality of work and product received from the vendor.	
4	Please rate your overall satisfaction with the vendor prioritizing the goals/initiative you wanted achieved.	
5	Please rate your level of overall satisfaction with the vendor at the completion of your project.	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com prior to 5:00 PM on August 25, 2025

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 16-25-LS

Citywide Naming Rights & Sponsorship, Rebid

RESPONSE DEADLINE: August 25, 2025 at 5:00 pm

Monday, September 8, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	B. Partners	Instigo	The Superlative Group
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
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 Management Summary	Pass	Pass	Pass
Experience and Qualifications	Pass	Pass	Pass
Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources	Pass	Pass	Pass
Fees Proposal	Pass	Pass	Pass
References	Pass	Pass	Pass
Reference Questionnaire	Pass	Pass	Pass

Question Title	B. Partners	Instigo	The Superlative Group
Financial Stability	Pass	Pass	Pass
City Required Forms	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Experience and Qualifications	Points Based	35 *(35% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Scope Approach, anticipated timeframe and technological resources	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
The Superlative Group	89.2	94.2	86.2	**89.87**
Instigo	84.8	74.8	79.8	**79.8**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
B. Partners	70	80	69	**73**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Experience and Qualifications Points Based 35 Points (35%)	Scope Approach, anticipated timeframe and technological resources Points Based 30 Points (30%)	Fee Proposal Points Based 20 Points (20%)	References Points Based 15 Points (15%)
The Superlative Group	34.3	28.3	13	14.2
Instigo	28	27.3	19.7	4.8
B. Partners	28.3	25.7	9	10

Vendor	Total Score (Max Score 100)
The Superlative Group	**89.87**
Instigo	**79.8**
B. Partners	**73**

INDIVIDUAL PROPOSAL SCORES

B. Partners

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 30

10 employees, VP has over 15 years of experience. USGA, Mets, TOCA Soccer

Evaluator 2: 30

A boutique agency with a team that has worked for major sports organizations like the Chicago Cubs and Madison Square Garden. They've landed big deals, including a $50 million sponsorship for the USGA and $18 million naming rights deal for the New York Mets. While they don't have as much experience working with cities, they're strong in sports and entertainment and offer a personalized approach to building long-term partnerships.

Evaluator 3: 25

The team that will working with the city has extensive experience and I am sure the qualifications to complete the desired result, however I feel they do not have a lot of experience working with Municipalities. Needs of a city can be much different than those of a commercial entity and will they be able to customize their strategy to maximize revenue for the city?

Scope Approach, anticipated timeframe and technological resources | Points Based | 30 Points (30%)

Evaluator 1: 25

On site interviews, customized proposals.

Evaluator 2: 30

Takes a personalized, relationship-driven approach. Aim to become part of the City's team, working closely with staff to understand goals and culture. Scope includes building sponsorship packages, reaching out to brands, and managing deals from start to finish. Use modern tools to report progress and stay organized, and they focus on finding long-term partners that match the City's mission.

Evaluator 3: 22

According to their own timeline, they don't anticipate any sales until month 4. This may be quality over quantity, but it delays the ROI for the city. All other methodology seems standard and appropriate for task at hand.

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 5

Highest of the 3 proposals.

Evaluator 2: 10

Proposes a monthly retainer of $12,500 plus a 15% commission on all sponsorship revenue. The retainer is a fixed cost that is not tied to performance, meaning the City pays it regardless of results. Over time, this becomes a significant ongoing expense. While the retainer includes access to their full team and services, it represents a higher financial commitment with no guarantee of return

Evaluator 3: 12

Doing the math with their monthly retainer the yearly cost would be $150,000 plus 15% commission. This could potentially be significantly higher than 1 of other bidders. Also, there is no mention on if travel costs are paid by them or the city. If it's paid by the city that can increase our costs even more.

References | Points Based | 15 Points (15%)

Evaluator 1: 10

Provided by Janet

Evaluator 2: 10

See information provided by Purchasing Agent.

Evaluator 3: 10

Although they provided only two references instead of the three required, both are highly complimentary. This demonstrates the quality of work they deliver, as reflected by those with direct experience.

Instigo

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 30

Small company with approx. 10 years exp., multiple examples provided, with city and sports team exp.

Evaluator 2: 25

A small agency led by Samson Oni, who has worked on sponsorship deals worth over $30 million. He's helped cities and sports teams build successful naming rights programs, including a $500,000 deal for a sports complex in South Dakota. Instigo has worked with big brands like McDonald's, Disney, and Gatorade. The firm is focused, fast-moving, and brings hands-on leadership.

Evaluator 3: 29

Based on their past clients, they do have experience working with a municipality, which should give them some insight into our specific needs. Another advantage is their work with a client in the Central Florida region. While not a city, this experience provides them with familiarity with the region's unique characteristics and may give them a head start in identifying prospective clients locally.

Scope Approach, anticipated timeframe and technological resources | Points Based | 30 Points (30%)

Evaluator 1: 30

Detailed explanation of what will be done when, and how. Good explanation of technical tools and how they will me maximized.

Evaluator 2: 25

Offers a fast and focused approach to naming rights and sponsorships. Their plan starts with a 30-day sprint to identify assets, set fair market values, and build a list of potential sponsors. They use custom technology to track progress and results in real time, and they make sure every deal fits the City's values by talking directly with local stakeholders. Founder leads the work personally, keeping things efficient and accountable. However, it appears to be a very small entity.

Evaluator 3: 27

Out of the three bidders, they seem positioned to get off to the fastest start. By deploying senior staff early, they can begin recruiting and selling sponsorships right away. They also appear to leverage more technology than the other two firms, particularly the FMV tool, which I find valuable. This should help maximize revenue while ensuring sponsorships remain priced at a level that attracts interest.

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 20

No upfront costs, percentage of deals closed only.

Evaluator 2: 20

Offers a performance-based pricing model with no upfront retainer. They charge a 15% commission on the first $250,000 of secured sponsorship revenue and 18% on any amount above that. All travel and related expenses are included at no cost to the City, making this the most budget-friendly option with payment tied directly to results.

Evaluator 3: 19

Instigo appears to offer the most favorable fee structure, with costs based entirely on commission. This model directly incentivizes them to maximize results on the City's behalf — the more sponsorships they sell, the better both the City and the company perform. In addition, travel expenses are included, which eliminates a potential extra cost.

References | Points Based | 15 Points (15%)

Evaluator 1: 4.8

Provided by Janet.

Evaluator 2: 4.8

See information provided by Purchasing Agent.

Evaluator 3: 4.8

There were very few responses to their evaluations. While the one received was positive, it does not provide a complete picture of the company's overall performance or quality of work.

The Superlative Group

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 35

Detailed CVs, lots of relevant experience, resumes, titles explained roles, dedicated team, good local govt. exp., many examples provided.

Evaluator 2: 35

Has been doing naming rights and sponsorship work for over 30 years and has helped clients bring in more than $4 billion. They've worked with many cities and counties, including Miami-Dade, Clearwater, and Sacramento, and have a large team of experts in sales, legal, and valuation. Their experience with public-sector projects is deep.

Evaluator 3: 33

Superlative appears to have the most experience working with municipalities, particularly within Florida. This should allow them to get started more quickly, as there will be less of a learning curve regarding the state and region. They are also assigning the largest team with diverse backgrounds, which I believe will provide the best results through multiple perspectives and expertise.

Scope Approach, anticipated timeframe and technological resources | Points Based | 30 Points (30%)

Evaluator 1: 30

Very detailed, asset driven approach.

Evaluator 2: 30

Brings a large, experienced team and a detailed process. They start with a full inventory and valuation of the City's assets, then move into a structured sales campaign. Their scope covers everything from outreach and negotiation to contract drafting and activation. They offer regular updates and reports,

and their deep experience with cities across the country makes them a strong fit for complex, high-value programs.

Evaluator 3: 25

Of all the bidders, their process appears the most thorough and detailed, though it may be the most time-consuming. This means sales could start later compared to the other firms. One notable aspect is their contract audits, which ensure sponsors meet their obligations, a service not mentioned in the other two bids.

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 10

Upfront costs during phase one, plus travel, and then an option of monthly fee plus %.

Evaluator 2: 15

Uses a two-phase pricing structure. Phase I includes a flat fee of $60,000 for asset inventory and valuation, which is a sunk cost not linked to outcomes. Phase II offers two options: a $5,000 monthly retainer with 20% commission, or a $7,500 monthly retainer with 15% commission. Like B. Partners, the retainer is paid regardless of performance, making this the most expensive option upfront and over time

Evaluator 3: 14

Phase 1 of the proposal lasts three months at $20,000 per month. Adding nine months of Phase 2, Option 1 ($5,000/month) brings total fees to $105,000, while Option 2 ($7,500/month) totals $127,500, placing it in the mid-range. Travel costs, which are covered by the City, would further increase expenses. The relatively lower overall retainer across the year emphasizes commission, aligning incentives and benefiting both the City and the consultant.

References | Points Based | 15 Points (15%)

Evaluator 1: 14.2

Provided by Janet.

Evaluator 2: 14.2

See information provided by Purchasing Agent.

Evaluator 3: 14.2

All three references were positive. Since these references are also municipalities, it is reasonable to expect they would perform similarly for the City.









Superlative

RFP #16-25-LS

CORPORATE SPONSORSHIP

CONSULTANT SERVICES

Prepared for :

CONTACT INFO

2843 Franklin Blvd.
Cleveland, OH 44113
United States

E : canter@superlativegroup.com
W : www.superlativegroup.com
O : 216.592.9400

LEADING THE WAY

Janet Vivian
Purchasing Agent
City of New Smyrna Beach, FL
vivian@cityofnsb.com
386) 410-2600 Ext: 2654

August 22, 2025

To whom it may concern,

It is with pleasure that we submit The Superlative Group's proposal in response to the City of New Smyrna Beach's RFP #16-25-LS for Citywide Naming Rights and Sponsorship Services.

We believe our core competencies and distinguished history in Naming Rights and Sponsorship valuation development and sales on behalf of numerous municipalities, government entities and park districts - including our extensive experience in Florida - makes us uniquely qualified to efficiently work with the City of New Smyrna Beach on the scope of services as put forth in the RFP.

We look forward to the opportunity to meet with you and other stakeholders to answer questions, discuss our firm's approach and discuss our plan to leverage our expertise and experience to lead the City in this exciting opportunity.

Please note the information provided throughout our bid submission is current and factual.

Good luck and good selling,

Myles C. Gallagher
President & CEO
The Superlative Group
2843 Franklin Blvd.
Cleveland, OH 44113
216-592-9400
gallagher@superlativegroup.com

LEAD CONSULTANT
Kyle Canter, Chief Operating Officer
M: 440-221-5382
canter@superlativegroup.com

THE SUPERLATIVE GROUP, INC.



SPONSORSHIP IS EVOLVING. WE'RE LEADING THE WAY.

Headquartered in Cleveland, OH, with offices in Toronto, Canada, and London, UK, The Superlative Group, Inc. is the foremost expert in the valuation and sale of Naming Rights and corporate sponsorships for public and private sector clients. Founded in 1994 by current President and CEO Myles Gallagher, Superlative is an industry-leading team of sales executives, valuation analysts, attorneys and accountants that manage the entire sponsorship marketing process from stakeholder engagement, industry research and valuation to negotiating, closing and stewarding of partnerships. For over 30 years, Superlative has delivered more than $4 billion in Naming Rights, sponsorship, pouring rights and premium seating revenue for our clients. Superlative is an S-corporation with 25 employees and an average annual revenue of $5 million. We have been registered in the State of Florida since 2000.

"Sponsorships continue to progress in value and complexity. Superlative is here to help. "

EXECUTIVE SUMMARY

Superlative's sales executives, accountants, analysts and attorneys engineered our approach to sponsorship marketing to focus on maximizing revenue generation for our clients while over-delivering value against each corporate partner's marketing objectives. From start to finish, each facet of our process is guided by well-rounded sponsorship professionals who have over 100 combined years of practical experience valuing, selling and executing partnerships.

Our executives have successful track records working for both properties and sponsors, spanning every sector from municipalities to charitable nonprofits to top tier research universities. This wealth of real-world experience informs our work on a daily basis and ensures that our sponsorship strategy accounts for every marketable asset and capitalizes on every possible revenue stream.

MISSION & VALUES

At Superlative, superior customer service has been woven into the fabric of our firm since its inception. As a result, Superlative's culture and core beliefs are rooted in exceeding our clients' expectations. Our client focus is evident by the manner in which we organize and manage our projects:

- **Understanding each client's needs, objectives and desires;**
- **Building a sponsorship marketing and sales plan that meets those goals;**
- **Drawing upon our extensive experience to optimize Naming Rights and sponsorship inventory;**
- **Maximize sponsorship revenues through sales propositions and long-term agreements;**
- **Supplying senior management and on-site staff to direct and execute each plan**
- **Providing immediate feedback and ongoing reporting to each client as the project progresses.**

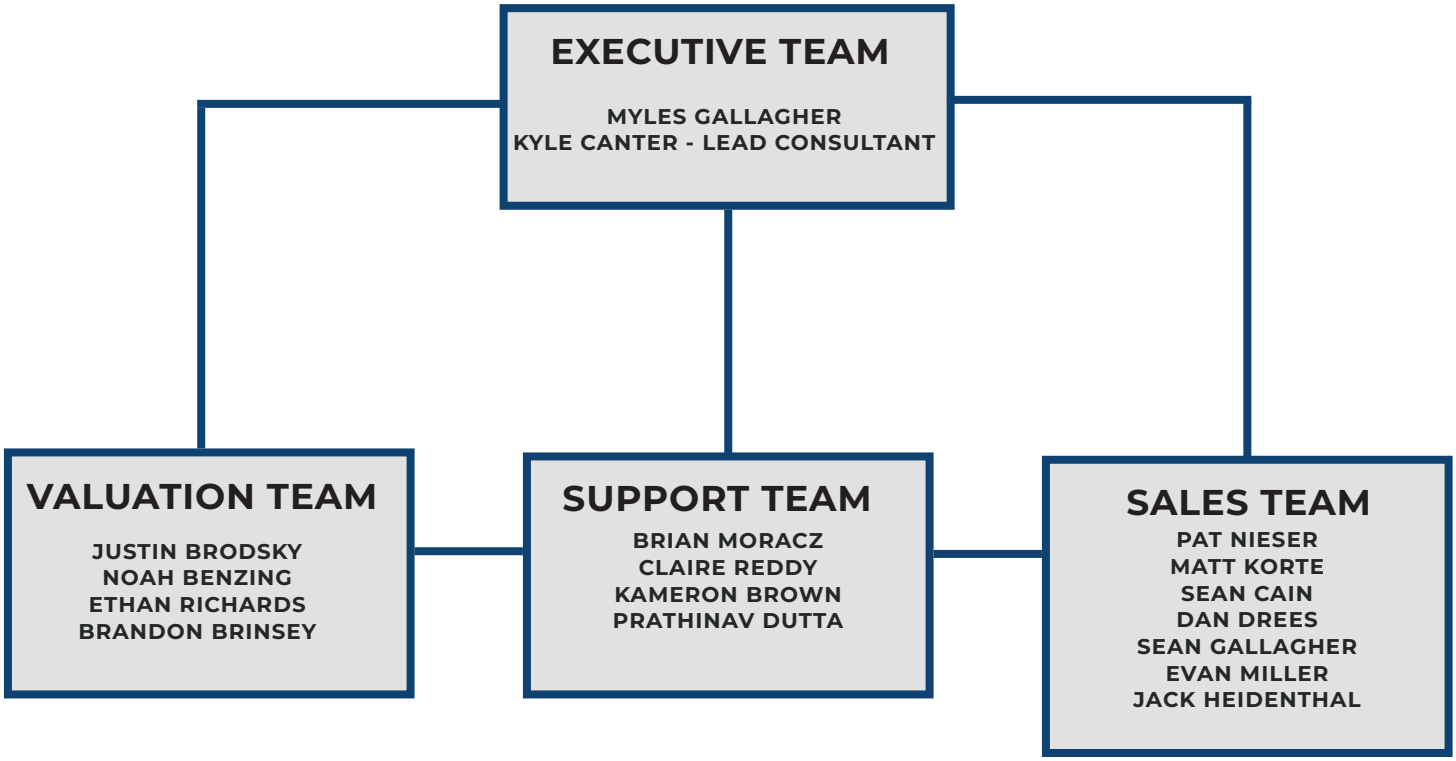
CORPORATE FACTS

+ $4 BIL
REVENUE GENERATED FOR OUR CLIENTS

30
YEARS IN BUSINESS

2,050
COMPLETED PROJECTS

ORGANIZATIONAL CHART



KEY PERSONNEL

Please note that The Superlative Group devotes every member of our team listed below throughout our representation of the City of New Smyrna Beach. Superlative is an industry-leading team of sales executives, valuation analysts, attorneys and accountants that will manage the entire Naming Rights and sponsorship marketing process from stakeholder engagement, industry research and valuation to negotiating, closing, activating and stewarding of sponsorships for the City.

Our key personnel will remain fully available to perform the proposed services for the duration of the agreement, on-site when requested, reflecting our strong commitment and excitement for the successful delivery of this project on behalf of the City of New Smyrna Beach. None of our staff will be removed or replaced without prior written concurrence of the City.

MYLES GALLAGHER, CEO & President

Professional Qualifications: 38 years of Naming Rights and Sponsorship experience, 29 years as President and CEO of The Superative Group

Educational Attainment: B.A., John Carroll University

Background: A sales and marketing leader with 38 years of experience in Sports Marketing, Corporate Consulting, Entertainment Property representatin and Municipal Marketing, Gallagher opened his full-service agency, The Superlative Group, Inc., in January 1994.

Before founding The Superlative Group, Gallagher played a key role in premium seating and sponsorship sales with the Cleveland Indians during their transition from Cleveland Municipal Stadium to Jacobs Field (now Progressive Field) in the early 90s.

Gallagher also served in IMG's Motorsports Division, responsible for driver endorsements and team representation, as well as the sales and marketing of Motorsports events, where he represented such brands as Eddie Cheever, Jackie Stewart, and Emerson Fittipaldi and directed sales of the Marlboro Grand Prix and other prestigious properties. Prior to IMG, Gallagher served as the youngest brand manager in the tire industry at Dunlop Tire Corporation.

Gallagher pioneered the field of Municipal Marketing and has led the transition of Naming Rights from a sports stadium niche to an integral part of public infrastructure financing.

LEAD CONSULTANT

KYLE CANTER, Chief Operating Officer

Professional Qualifications: 18 years of experience in Naming Rights and sponsorship valuation, sales and consulting; 13 years with The Superlative Group

Educational Attainment: B.A., Tiffin University

Background: As Chief Operating Officer of The Superlative Group, Canter is responsible for all aspects of business development, client management, strategic planning, staffing, financial forecasting and sales.

Canter has 18 years of experience in the Naming Rights, corporate sponsorship and premium seating analysis and sales arena. He's worked in the areas of football, soccer, rugby, basketball, baseball, hockey, music, beach volleyball, municipal marketing, consulting, auto racing, and figure skating. His unique experience with municipal leaders at the federal, state and local levels combined with his understanding of C-suite leaders at some of the world's most successful and recognizable brands provide him an intuitive understanding of how executive teams value and analyze potential sponsorship and marketing partnerships. As corporate partnerships continue to expand, Canter has been a leader in the evolution of venue based corporate sponsorship programs. He has worked across the professional and minor leagues negotiating and consulting on behalf of sponsors in all categories including healthcare, higher education, legal services, financial services, utilities, insurance, automotive, travel and more.

MATTHEW KORTE, Senior Vice President, Corporate Partnerships & Development

Professional Qualifications: 18 years of experience in sponsorship, ticketing and development sales and leadership; 6 years with The Superlative Group

Educational Attainment: B.A., Miami University

Background: Matt joined The Superlative Group in early 2019 as the Director, Corporate Partnerships. In his current role as the Senior Vice President, he is responsible for all aspects of business development, client management, strategic planning, and sponsorship sales. His experience includes stops in Minor League baseball working Mandalay Sports Properties and the Frisco RoughRiders, the NCAA with Wake Forest's Athletic Department and most recently the Cleveland Cavaliers of the NBA.

Through the years, Matts focus has been on ticket sales leadership, premium inventory sales, development, networking, and long-term strategic partnerships. During his time with the Cavaliers, Matt was instrumental in The Q Transformation Project; spearheading multi-year agreements for new hospitality spaces following a $200M+ renovation of Quick Loans Arena.

Korte has enjoyed working with clients throughout numerous industry sectors, including, but not limited to, Local & State Municipalities, Sports & Entertainment, Higher Education, Transit, Healthcare, and the Performing Arts. His client profile at Superlative has covered an array of sectors and includes such organizations as the City of Irvine, City of Palmdale, San Diego Symphony, The Alamodome, The City of Raleigh and San Diego MTS to name a few.

He received his B.A. in Political Science from Miami University where he was active within the Athletic Department and ISP/IMG Sports Properties. In his free time, he enjoys spending time with his wife, son, and German Shepherd.

PAT NIESER, Executive Vice President, Corporate Partnerships & Development

Professional Qualifications: 20 years of experience in public and private sector Naming Rights, partnerships, and sponsorship sales; 9 years with The Superlative Group

Educational Attainment: B.S., Ohio University; M.B.A., Ohio University, M.S.A., Ohio University

Background: Pat Nieser brings over 20 years of experience in the sponsorship sales world with time spent in the NCAA, MLB, NBA, NFL and digital sports field. He has also consulted, activated and valued marketing opportunities with the majority of his time prior to Superlative spent selling corporate partnerships with the Cincinnati Bengals. During his time in Cincinnati, Pat was involved in major projects such as a stadium-wide Wi-Fi network installation. At The Superlative Group, Pat has secured several Naming Rights, beverage rights, and partnership agreements on behalf of clients in the sports, entertainment, municipal, parks & recreation, healthcare, transit, higher education and convention sectors. Some of Nieser's successes include the Orlando Ice Den, SAFE Credit Union Convention Center & Theater District, Mountain American Expo Center, Miami-Dade Arena and more. He is also deeply involved in business development and consulting efforts for the firm and enjoys working with the Valuation Division while leading the sales team.

Nieser has enjoyed developing partnerships with the CPG, retail, automotive, healthcare, malt beverage, financial services, insurance, and technology industries. He received his Master of Sports Administration and Master of Business Administration degrees from Ohio University and has enjoyed supporting the American Cancer Society, A Kid Again, Sports Biz Camps, University School and Ohio University through various volunteer and fundraising initiatives.

JUSTIN BRODSKY, Vice President, Analytics & Valuation

Professional Qualifications: 7 years of experience in professional athletics, collegiate athletics, sponsorship sales, and analytics; 3 years with The Superlative Group

Educational Attainment: B.B.A., Ohio University, B.S.M., Ohio University, M.B.A., Ohio University, M.S.A., Ohio University

Background: As Vice President of Analytics & Valuation, Justin Brodsky is responsible for client engagement, leading and assisting on valuation projects, industry research and analytics. Prior to joining The Superlative Group, Justin worked in sponsorship sales and client account management roles with the Pro Football Hall of Fame, Learfield IMG College, and Cleveland Indians. In his past experiences, Justin's primary responsibilities have included prospect outreach, developing custom partnership marketing campaigns, client presentations, and sponsorship activation. Justin received his Bachelor's in Business Administration and Sports Management from Ohio University and Master's in Business Administration and Sports Administration from Ohio University. As a proud Bobcat, Justin has educational focus areas in business analytics and professional sales.

BRIAN MORACZ, Vice President, Legal & Client Services

Professional Qualifications: 6 years of experience negotiating, drafting, and advising on a variety of contracts in the sports, entertainment, and municipal sponsorship industries; 3 years with The Superlative Group

Educational Attainment: B.S., The Ohio State University; J.D., Cleveland-Marshall College of Law

Background: As Vice President of Legal and Client Services, Brian Moracz is primarily responsible for negotiating, drafting, interpreting, and managing contracts on behalf of The Superlative Group, while also assisting in client outreach. Additionally, he supports The Superlative Group by providing general legal counsel and analysis.

In his time with The Superlative Group, Moracz has advised clients on the negotiation of a myriad of agreements, including, but not limited to, asset naming rights agreements, presenting sponsorship agreements, event sponsorship agreements, pouring rights agreements, category exclusive agreements, and more. In addition to legal work, Moracz has worked in various capacities throughout the sports industry, with experience in minor league baseball, collegiate athletics at both the university and conference level, and professional hockey.

CLAIRE REDDY, Vice President, Client Services

Professional Qualifications: 8 years of professional experience in client research and sales development and management with The Superlative Group

Educational Attainment: B.S., The Ohio State University

Background: As Vice President of Client Services, Claire Reddy is responsible for initial and continued client outreach and ongoing client support. Claire also leads the internal development of the creative materials that the design team puts forth. She has supported sale efforts for a multitude of clients in the Municipal, Higher Education, Transportation and Sports & Entertainment space. Claire is vital to client servicing and acts as a direct link between the client and Superlative's executive team.

SEAN CAIN, Senior Director, Corporate Partnerships & Development

Professional Qualifications: 6 years of experience in collegiate athletics and sponsorship sales; 4 years with The Superlative Group

Educational Attainment: B.B.A., Adrian College; M.B.A., Ohio University, M.S.A., Ohio University

Background: Sean Cain has over 6 years of professional experience in collegiate & professional sports and sponsorship sales. Before joining Superlative, Sean's career spanned diverse roles. He began in governance at the NCAA, then transitioned to college athletic fundraising at The University of Nevada, Reno, and Ohio University. His consulting career took off when he developed partnership sales initiatives with clients in the NFL, English Premier League, La Liga, NWSL and MLS.

During his time with Superlative, Sean has enjoyed working on various strategic sales campaigns for numerous clients in the Municipal, Higher Education, Parks & Rec, and Sports & Entertainment space.

Sean's academic journey includes a Bachelor's in Business Administration from Adrian College and a Master's in Business Administration and Sports Administration from Ohio University. Beyond his professional pursuits, he is an active community member, coaching youth and collegiate soccer. He is also deeply committed to philanthropy, supporting organizations such as St. Jude's Children's Hospital, The Jimmy V Foundation for Cancer Research, Special Olympics, and his alma mater through financial contributions and board service.

EVAN MILLER, Director, Corporate Partnerships & Development

Professional Qualifications: 20 years of experience in media and sports business sales and development, including talent and brand representation; 1 year with The Superlative Group

Educational Attainment: B.S., The Ohio State University

Background: Evan Miller is the Director of Corporate Partnerships and Development at Superlative, where he supports sales campaigns across multiple sectors.

Evan has extensive experience working as a feature film/television talent agent in Los Angeles. In addition, Evan previously served as President of the Greater Cleveland Film Commission, a non-profit devoted to raising the economic profile of Cleveland by bringing motion picture and television production to the local community. Following the Film Commission, Evan was involved in media sales both locally and nationally, having helped secure financing and produce two nationally distributed series for the Hall of Fame Village in Canton, Ohio.

Outside of work, Evan enjoys spending time with his wife and 2 children.

SEAN GALLAGHER, Senior Director, Corporate Partnerships & Development

Professional Qualifications: 4 years of professional experience working on the Superlative sales team

Educational Attainment: B.S., Miami University

Background: As Senior Director, Corporate Partnerships and Development, Sean leads several sales campaigns across North America, Ireland, and the UK for the firm across Municipal Infrastructure, Parks, Airports, Transit, Performing Arts, Sports, and more. He also onboards new clients with a focus in Transit, Airports, Performing Arts, and Parks.

During his tenure at the Superlative Group, Sean has facilitated multiple multi-million dollar partnerships for venue Naming Rights, Category Partnerships, Pouring Rights, and more. Sean has helped to finalize partnerships in several categories including Healthcare, Financial Services, Higher Education, and Beverages.

NOAH BENZING, Director, Analytics & Valuation

Professional Qualifications: 4 years of professional experience in asset valuation, analytics, industry research, and marketing with The Superlative Group

Educational Attainment: B.S.B.A., Trine University; M.B.A., M.S.A., Ohio University

Background: As Director of Valuation and Analytics, Noah Benzing is responsible for valuation project assistance and industry research and analytics. He has conducted work on consulting projects in the sectors of Professional and Collegiate Athletics, Municipalities, Higher Education, Transit, and Digital Media.

JACK HEIDENTHAL, Director, Corporate Partnerships & Development

Professional Qualifications: 6 years of experience in premium sales, service, and partnership development within the NFL; 1 year with The Superlative Group

Educational Attainment: B.A., University of Mount Union

Background: Heidenthal is the Director of Corporate Partnerships & Development where he is responsible for developing and securing strategic sponsorships and naming rights opportunities for clients across a range of industries. Previously, Jack spent six years with the Cleveland Browns. In that time, he generated new business revenue across suites, club seating, and hospitality products, while managing high-value client accounts and renewal negotiations. He brings a relationship-first, solutions-driven approach to every partnership he helps create.

KAMERON BROWN, Director, Client Services

Professional Qualifications: 3 years of professional experience in client research and the development of sales materials with The Superlative Group

Educational Attainment: B.B.A., Kent State University

Background: Kameron collaborates closely with both the Client Services and Sales teams, supporting efforts to build targeted outreach lists, create outreach content, and assist in the development of client proposals. Leveraging her background in graphic design, she plays a key role in designing and producing visually compelling sales collateral, including pitch decks, brochures, one-pagers, and branded presentation materials. Kameron also leads the design execution for various Superlative initiatives, ensuring that all sales and marketing assets align with the company's visual identity and strategic messaging.

BRANDON BRINSEY, Director, Analytics & Valuation

Professional Qualifications: 5 years of experience in professional athletics, software project management and implementation; 1 year with The Superlative Group

Educational Attainment: B.S.M., Ohio University

Background: As Director of Valuation and Analytics, Brandon is responsible for valuation project assistance, industry research, and analytics.

Prior to joining The Superlative Group, Brandon managed AI machine learning technology implementation projects in the SEO space for BrightEdge Technologies Inc., working with customers like Red Wing Shoes, the NCAA, Sono Bello, and the Virginia Military Institute. In addition, Brandon worked in ticket sales and business development roles for the Indianapolis Indians, and Cleveland Indians. His primary responsibilities included prospect outreach, season tickets, group sales, and premium hospitality areas.

DAN DREES, Manager, Corporate Partnership & Development

Professional Qualifications: 4 years of experience working in professional sports; 2 years with The Superlative Group

Educational Attainment: B.B.A., University of Toledo

Background: As a Manager of Corporate Partnership and Development, Daniel is responsible for aligning prospective companies' marketing and branding initiatives with current clients' assets.

Before joining The Superlative Group, Daniel spent time in Tampa, Florida, working with Elevate Sports and the XFL, contributing to the development of the Tampa Bay Vipers. He then relocated back to Detroit to assume the role of Group Sales Account Executive with the Detroit Tigers, where he spent 3 years with the team. In that time, he helped grow a non-profit partnership program into an MLB best practice and helped grow the Tigers Group Sales team into a top 10 business team in MLB. Daniel possesses extensive experience in engaging with diverse business verticals and takes pride in his reputation as a creative problem solver.

ETHAN RICHARDS, Manager, Analytics & Valuation

Professional Qualifications: 1 year experience in quantitative analysis, financial modeling, and strategic decision-making within the realm of valuations and analytics with The Superlative Group

Educational Attainment: B.A. Bachelors of Sport Management, University of Michigan

Background: As Manager of Valuation and Analytics, Ethan Richards is responsible for assistance on valuation projects, industry research, and analytics. He has conducted work in the sport sponsorship, sport content creation, and sport broadcasting industries.

PRATHINAV DUTTA, Manager, Client Services

Professional Qualifications: 1 year of professional experience in client research, graphic design and the creative development of sales materials with The Superlative Group

Educational Attainment: B.A Bachelor of Art & Design, Cleveland State University

Background: Prathinav works closely with both the Client and Sales teams, contributing to the development of client proposals and outreach. Drawing on his background in graphic design, he plays a vital role in creating visually engaging sales materials—particularly pitch decks featuring mockups of client properties. His previous experience includes serving as Art Director for The Vindicator, an Arts & Culture magazine at Cleveland State University, as well as a Graphic Design Intern with the university's Office of Career Development.

Outside of work, Prathinav enjoys reading and working on other graphic design or art projects.

OUR RELEVANT EXPERIENCE

CASE STUDY

CITY OF CLEARWATER, FL



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Sean Gallagher

PROJECT TEAM
Kyle Canter
Pat Nieser
Noah Benzing
Claire Reddy
Brian Moracz
Kameron Brown

TERM OF ENGAGEMENT
2022 - 2024

SUMMARY OF SERVICES

Superlative was hired by the City of Clearwater, FL, to provide professional services related to asset inventory, valuation and the Naming Rights for Coachman Park. Coachman Park is a waterfront, open-air venue that hosts concerts, festivals and exhibitions year-round. It is currently under a $15-million redevelopment, which is part of the City's $85 million Imagine Clearwater Master Plan. The project team has completed Phase I and has moved into Phase II. Most recently, the team has secured a Naming Rights agreement for the BayCare Sound at Coachman Park totaling **$22.5 million over 30 years**.

CASE STUDY

MIAMI-DADE COUNTY



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Kyle Canter

PROJECT TEAM
Pat Nieser
Simon Hawkins
Claire Reddy

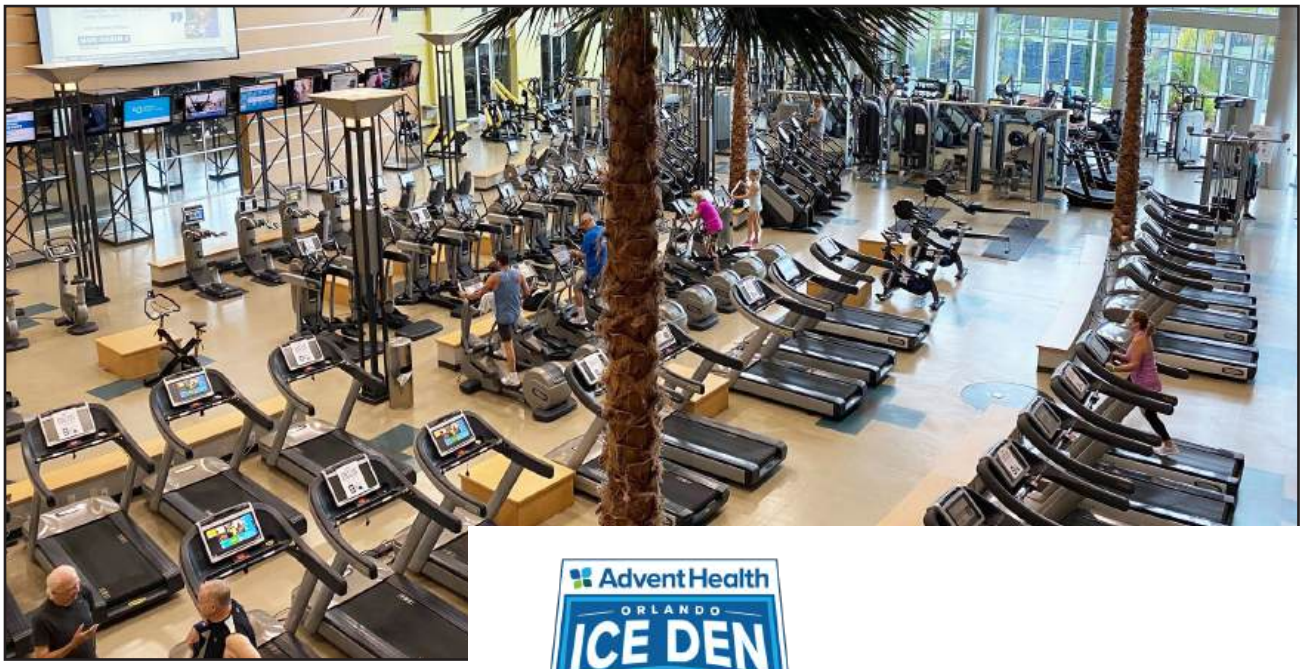
TERM OF ENGAGEMENT
2016 - Ongoing

SUMMARY OF SERVICES

The Superlative Group was hired by Miami-Dade County to perform a County-wide asset inventory, evaluate the marketability and sponsorship potential for County-owned assets and develop a strategic sales campaign in order to secure marketing partnerships. Opportunities include Naming sponsors, category partners and other corporate sponsors for County agencies, including Miami International Airport, Jackson Health System, Miami-Dade Transit, and Port Miami. Superlative secured a 19-year Naming Rights partnership totaling **more than $215 million**. Our team is continuing to work with the County in pursuing additional partnerships to generate revenue.

CASE STUDY

ORLANDO ICE DEN



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Pat Nieser

PROJECT TEAM
Kyle Canter
Noah Benzing
Claire Reddy
Brian Moracz
Kameron Brown
Prathinav Dutta

TERM OF ENGAGEMENT
2024 - Ongoing

SUMMARY OF SERVICES

Superlative was hired by Genesis Health Clubs Orlando Sportsplex to perform a comprehensive asset inventory and valuation to be followed by sales in connection with Naming Rights and corporate sponsorships . The project team recently secured a Naming Rights agreement to the Orlando Ice Den, the ice skating facility located inside the Genesis Health Clubs Orlando Sportsplex. The Naming Rights agreement with AdventHealth has the potential to be worth **$8 million over a 20-year term.**

CASE STUDY

CITY OF MIAMI BEACH, FL



MIAMIBEACH

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Kyle Canter

PROJECT TEAM
Myles Gallagher

SUMMARY OF SERVICES

The project team was tasked by the Parks & Recreation Department of the City of Miami Beach to complete a revenue potential study on various assets in their portfolio including the feasibility of a single-source soft drink agreement, official partnerships and Naming Rights. Superlative executed a single-source soft drink agreement with Coca-Cola on behalf of the City. The 10-year agreement makes Coca-Cola the exclusive and official non-alcoholic beverage and recycling partner of Miami Beach. Coca-Cola agreed to provide “revenue enhancement opportunities” and advertising sales support to the City of Miami Beach. At **10 years and $7 million**, this was the largest soft drink agreement for a municipality in the world at the time.

CASE STUDY

CITY OF CAPE CORAL, FL



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory & Valuation

PROJECT LEAD
Kylel Canter

PROJECT TEAM
Sean Gallagher
Justin Brodsky
Ethan Richards
Claire Reddy
Brian Moracz

TERM OF ENGAGEMENT
2024 - 2025

SUMMARY OF SERVICES

The Superlative Group was hired by the City of Cape Coral, FL, to serve as their Naming Rights and sponsorship consultant. Cape Coral, located in southwest Florida, is a rapidly growing city known for its extensive network of canals, offering residents and visitors access to boating, fishing, and waterfront living. With a population of around 200,000, the city has become a popular destination for retirees and families due to its warm climate, affordable cost of living, and proximity to Fort Myers. The team has completed a comprehensive asset inventory and valuation on behalf of the City.

CASE STUDY

CITY OF IRVINE, CA



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Kyle Canter
Claire Reddy
Brian Moracz
Noah Benzing

TERM OF ENGAGEMENT
2018 - 2022

SUMMARY OF SERVICES

The Superlative Group was retained by the City of Irvine to complete an Assessment and Valuation of amenities and facilities at The Great Park. The City of Irvine, located in Orange County, California, has a population of nearly 224,000, and covers 65 square miles. The Great Park, situated on a section of the former Marine Corps Air Station El Toro, continues its evolution across approximately 1,300 acres as it attracts visitors to its ongoing amenities. The city-owned Great Park is an arts and sports recreational hub with 688 acres of parkland. Within that acreage is the development of a 194-acre Sports Complex. The project team secured a Presenting Sponsorship to the park with UCI Health. Over a **20-year agreement**, the partnership will deliver over **$13 million** in new revenue to the city while expanding offerings and activities across the venue.

CASE STUDY

CITY OF PALMDALE, CA



PALMDALE
a place to call home

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Kyle Canter
Pat Nieser
Claire Reddy
Noah Benzing

TERM OF ENGAGEMENT
2017 - 2022

SUMMARY OF SERVICES

The Superlative Group previously worked with the City of Palmdale to serve as the exclusive sales and management agency to provide sponsorship sales and services for City programs, events and facilities. Opportunities included on-site promotions, product sales, special events, sampling and more. The project team delivered a Phase I report, which identified and valued their current sponsorship assets, as well as identified potential new sponsorship assets to market and ultimately sell Naming Rights and sponsorships. Once the valuation was completed, the team moved into Phase II and immediately procured a City-wide Pouring Rights partnership totaling **over $300,000**. In addition to the Pouring Rights agreement, the team also secured a Title Sponsorship totaling **$275,000** for the City's Fitness Court currently under construction at the Pelona Vista Park.

CASE STUDY

CITY OF SACRAMENTO, CA



SAFE CREDIT UNION
Convention & Performing Arts District

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Pat Nieser

PROJECT TEAM
Myles Gallagher
Kyle Canter
Claire Reddy

TERM OF ENGAGEMENT
2014 - 2019

SUMMARY OF SERVICES

The Superlative Group was hired to conduct a valuation of assets inside and outside the Sacramento Community Theater that could benefit from corporate partnerships and sponsorships. The valuation team delivered the completed asset inventory and valuation to the City that identified the value of Theater Naming Rights and other key assets. The project team was subsequently re-hired by the City to re-visit Naming Rights and sponsorships for the Theater, Convention Center and Memorial Auditorium. The project team completed a comprehensive report outlining key findings including top-tier partnerships and/or donor categories and key prospects for Naming Rights outreach. The sales team finalized a **25-year, $23 million** Naming Rights deal with SAFE Credit Union for the Theater and Convention Center.

CASE STUDY

PLACER VALLEY TOURISM



PLACER VALLEY
Tourism Enriching Communities

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Myles Gallagher
Kyle Canter
Claire Reddy

TERM OF ENGAGEMENT
2018 - 2020

SUMMARY OF SERVICES

The Superlative Group was hired by Placer Valley Tourism for detailed asset valuation to be followed by sponsorship and Naming Rights sales of their assets. Placer Valley redeveloped the county fairgrounds and rebranded the venue as @the Grounds to include a new sports complex and other highly visible attractions. Upon starting the sales campaign, Superlative secured an exclusive pouring rights agreement as well as an exclusive partnership for internet and telecommunication services for @the Grounds. With the 160,000-square foot event center opening in early 2020, The Superlative Group finalized a naming rights agreement that will generate in excess of **$4 million over a 20-year term** agreement.

CASE STUDY

RALEIGH CONVENTION & PERFORMING ARTS COMPLEX



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Kyle Canter
Justin Brodsky
Noah Benzing
Kameron Brown
Claire Reddy
Brian Moracz

TERM OF ENGAGEMENT
2022 - Ongoing

SUMMARY OF SERVICES

The Superlative Group was hired by the City of Raleigh to perform Naming Rights and sponsorship valuation and sales services for the Raleigh Convention and Performing Arts Complex and its assets. The complex is comprised of the Raleigh Convention Center, Duke Energy Center for the Performing Arts and the Red Hat Amphitheater. The team has completed the Phase I: Asset Inventory & Valuation. Upon delivery of the valuation report, the team moved into the Phase II Naming Rights & Sponsorship Sales Campaign for the RCPAC. Shortly after moving into sales, Superlative secured an agreement for a new Naming Rights partner for the Center for the Performing Arts. The new partnership will span **20-years** and deliver **$14 million** in sponsorship revenue. Additionally, the team brought forward an exclusive pouring rights agreement that will generate **over $1 million** in new revenue for RCPAC over a **10-year contract.**

CASE STUDY

CITY OF SPOKANE, WA



PROJECT SCOPE
Naming Rights & Sponsorship Sales

PROJECT LEAD
Sean Gallagher

PROJECT TEAM
Kyle Canter
Claire Reddy
Justin Brodsky
Brian Moracz
Kameron Brown

TERM OF ENGAGEMENT
2024 - Ongoing

SUMMARY OF SERVICES

Superlative worked with the City of Spokane Parks and Recreation Department to provide Naming Rights and sponsorship sales on their behalf in connection to the U.S. Pavilion at Riverfront Spokane, a 5,100 seat outdoor multi-purpose performance venue. The U.S. Pavilion is the most recognizable and iconic structure within Spokane's downtown skyline. The U.S. Pavilion is a premiere outdoor event venue designed to be an ideal space for hosting touring concerts, movies, fitness events, graduations and other community activities. Recently, the sales team negotiated an agreement that is worth **more than $4.2 million over 15 years**.

CASE STUDY

SEDGWICK COUNTY, KS



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Myles Gallagher

TERM OF ENGAGEMENT
2006 - 2009

SUMMARY OF SERVICES

Superlative was hired by Sedgwick County to evaluate the Naming Rights, sponsorship and premium seating revenue potential of their downtown arena, home of the Wichita State Shockers' basketball team. Through focus groups, industry-standard benchmarking and individual one-on-one interviews with potential corporate or individual customers, the project team provided the County with a revenue projection report within 3% variance of the actual revenue generated. The project team was subsequently retained as the exclusive sales agent on behalf of Sedgwick County. In addition to the **25-year, $8.75 million** Naming Rights agreement with INTRUST Bank for the naming of the arena, naming partners were secured for the Entrance Plaza (Cessna Aircraft Company) and Main Concourse (Spirit AeroSystems) were delivered for **$3 million each**.

CASE STUDY

FISHERS PARKS, INDIANA



FISHERS PARKS

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Kyle Canter
Claire Reddy
Brian Moracz
Noah Benzing
Kameron Brown

TERM OF ENGAGEMENT
2021 - 2024

SUMMARY OF SERVICES

The Superlative Group was hired by by Fishers Parks, Indiana, to serve as the exclusive sponsorship and Naming Rights representative of the City. Fishers Parks offers a variety of recreational area and parks, including splash pads, sledding hills, Nickel Plate District Amphitheater, and more. The project team completed a full asset database development, valuation and comprehensive Naming Rights and sponsorship program for the City's Parks and Recreation Department. Upon moving into sales, the team secured a partnership with Indiana University Health worth **more than $7.6 million over a 15-year term**. The team also secured partnerships with Meijer and AT&T worth approximately **$125,000** in contractually obligated revenue for the City.

CASE STUDY

ROCKFORD PARK DISTRICT, IL



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Kyle Canter

PROJECT TEAM
Myles Gallagher

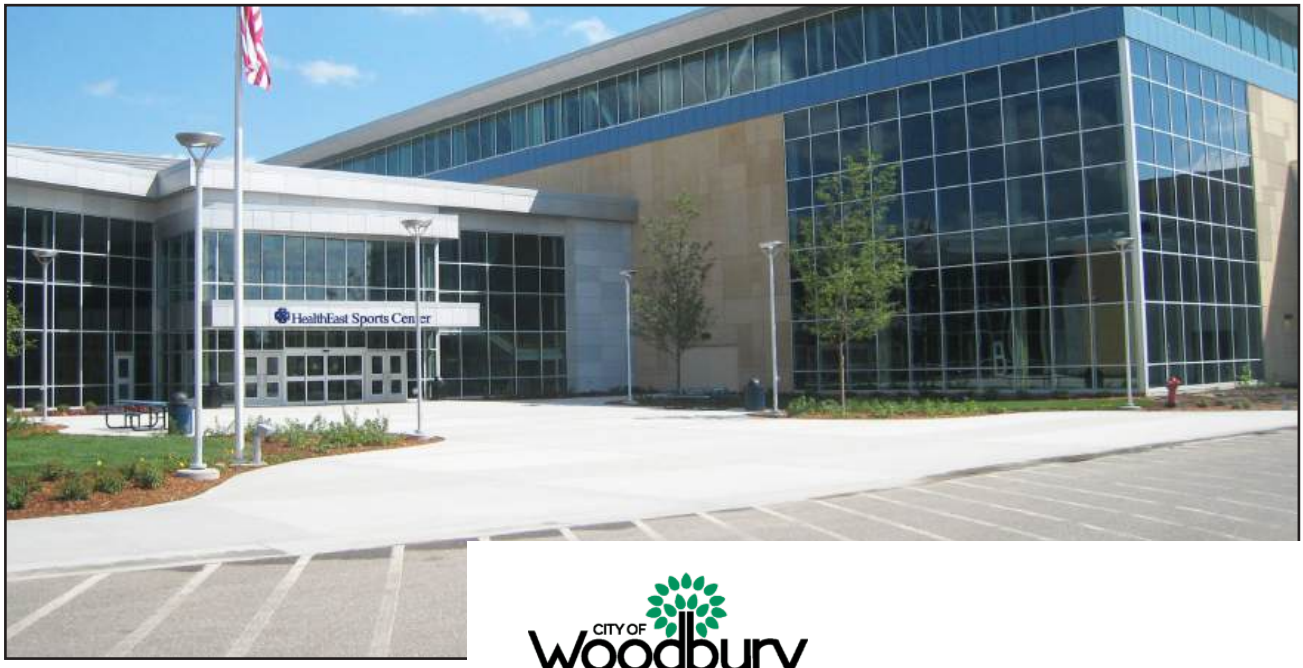
TERM OF ENGAGEMENT
2015 - 2016

SUMMARY OF SERVICES

The Superlative Group was selected to serve as the sole Naming Rights and sponsorship consultant for the Rockford Park District's Sportscore Downtown and Sportscore II. The Rockford Park District is the third largest park and recreation system in Illinois and its network includes four sports complexes, five golf courses, four museums, two ice arenas, an equestrian center and numerous recreational paths and public gardens. The project team secured University of Wisconsin Health as the Naming Rights partner to the Sportscore Downtown at **10 years and $2.1 million** as well as MercyRockford Health System on a **10-year, $1.9 million** Naming Rights agreement to Sportscore I, Sportscore II and the Indoor Sports Center.

CASE STUDY

CITY OF WOODBURY, MN



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Kyle Canter

PROJECT TEAM
Myles Gallagher
Claire Reddy
Brian Moracz
Justin Brodsky
Brandon Brinsey

TERM OF ENGAGEMENT
2015 - 2017;2025 - Ongoing

SUMMARY OF SERVICES

The Superlative Group was selected to secure Naming Rights and sponsorship partners for Minnesota United Football Club's soccer stadium (National Sports Center), indoor multisport complex (Bielenberg Sports Complex) and the team kits. The project team completed a full asset inventory and valuation on the Bielenberg Sports Complex prior to the sale of Naming Rights and sponsorships. Superlative secured a **10-year, $3 million** Naming Rights agreement to the Beilenberg Sports Complex with HealthEast Care System. Superlative was recently rehired to perform an asset inventory and valuation in connection with the Parks and Recreation Division assets.

CASE STUDY

CITY OF FRISCO, TX



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Kyle Canter
Claire Reddy
Brian Moracz
Noah Benzing
Ethan Richards
Dan Drees

TERM OF ENGAGEMENT
2017 - Ongoing

SUMMARY OF SERVICES

Superlative was hired by the City of Frisco to begin a citywide sponsorship program. The project team was tasked with valuing and assessing city events, facilities, parks and other intangible/intangible assets. Events included in the valuation include Frisco Freedom Fest, Prelude to Freedom Fest, Merry Main Street, Frosty, Daddy Daughter Dance, Easter Eggstravaganza and Mother Son Dance. Facilities and other assets include the Frisco Athletic Center, Frisco Fun Radio, Frisco Fun Guide, Harold Bacchus Community Park, Senior Center, Frisco Heritage Center and Frisco Fire Safety Town. A comprehensive asset inventory and valuation was delivered, and the sales phase resulted in a new, city-wide partnership with a major health care network for sponsorship of several community events, initiatives and a presenting partnership for the Frisco Fire Safety Town. To date, the team has secured two partnerships delivered with healthcare entities, resulting in **over $500,000** in revenue to the city.

CASE STUDY

CITY OF SANTA MONICA, CA



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Kyle Canter

PROJECT TEAM
Myles Gallagher
Claire Reddy
Brian Moracz
Justin Brodsky
Brandon Brinsey

TERM OF ENGAGEMENT
2015 - 2023; 2025 - Ongoing

SUMMARY OF SERVICES

Superlative was hired by the City of Santa Monica to procure sponsors for the new 500-bicycle bike share program. The project team generated interest from potential sponsors to support the program and subsequently secured Hulu as its Presenting Sponsor for **$3.5 million over 5 years**. Superlative was subsequently rehired by the City to identify and value all assets that the City has available to generate revenue through a citywide digital advertising network. Most recently, the City engaged Superlative to provide services related to the financial and reputational impact the proposed Digital LED Displays on Third Street Promenade will have on the City's Digital Wayfinding and Out-of-Home Advertising Kiosk Program.

CASE STUDY

HAMILTON COUNTY SPORTS AUTHORITY



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Pat Nieser

PROJECT TEAM
Kyle Canter
Claire Reddy
Brian Moracz
Noah Benzing
Sean Gallagher
Kameron Brown

TERM OF ENGAGEMENT
2018 - Ongoing

SUMMARY OF SERVICES

The Superlative Group has engaged with Hamilton County Sports Authority, a division of Hamilton County Tourism, for sponsorship and naming rights valuation services to assist the county's municipalities. The project includes a comprehensive review of the Grand Park multi-purpose sports complex, Pacers Athletic Center, the Fuel Tank ice arena, and other city parks and recreation programs. To date, Superlative has secured **over $400,000** in contractually obligated revenue.

CASE STUDY

MUDSOCK YOUTH ATHLETICS



PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Pat Nieser

PROJECT TEAM
Kyle Canter
Claire Reddy
Brian Moracz
Noah Benzing
Sean Gallagher

TERM OF ENGAGEMENT
2021 - Ongoing

SUMMARY OF SERVICES

The Superlative Group was hired by Mudsock Youth Athletics to perform a valuation analysis to be followed by sales. Mudsock Youth Athletics is a 501(c)3 not for profit organization dedicated to providing the children in the Fishers and the Hamilton Southeastern School district opportunities to participate in recreational team sports in baseball, basketball, cheer, field hockey, football, lacrosse, rugby, soccer, track/XC and volleyball. To date, the sales team has secured **over $360,000** in contractually obligated income on behalf of Mudsock Youth Athletics.

CASE STUDY

DURHAM PERFORMING ARTS CENTER





PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Kyle Canter
Justin Brodsky
Claire Reddy
Brian Moracz
Dan Drees
Sean Gallagher

TERM OF ENGAGEMENT
2023 - Ongoing

SUMMARY OF SERVICES

The Superlative Group was hired by the Durham Performing Arts Center to serve as the exclusive sponsorship and Naming Rights consultant. For 15-years DPAC has been ranked among the top-five theaters and performing arts centers in the U.S. DPAC has over 2,700 seats and hosts up to 600,000 guests annually to its 250 plus performances. The project team has performed a comprehensive valuation and upon moving into sales secured **a 10-year Presenting Sponsorship** for the venue.

CASE STUDY

SALT LAKE COUNTY, UT



MOUNTAIN AMERICA EXPOSITION CENTER
A SALT LAKE COUNTY FACILITY

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Pat Nieser

PROJECT TEAM
Kyle Canter

TERM OF ENGAGEMENT
2015 - 2018

SUMMARY OF SERVICES

The Superlative Group was hired by SMG, South Towne Exposition Center and Salt Palace Convention Center to value the assets and develop a marketing plan to sell Naming Rights to the convention centers. Within a few months, Superlative delivered a comprehensive asset inventory and valuation for Naming Rights to the centers as well as exhibition halls and pre-function areas. The project team also provided opportunities for category sponsorships throughout the facility. Superlative has secured a **10-year, $1.59 million** pouring rights agreement with Coca-Cola and secured Mountain America Credit Union as the Naming Rights partner to the South Towne Exposition Center at **$4 million over 10 years.**

CASE STUDY

CITY & COUNTY OF DENVER, CO



EST. 1941
RED ROCKS
PARK AND AMPHITHEATRE

PROJECT SCOPE
Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Myles Gallagher

PROJECT TEAM
Kyle Canter

TERM OF ENGAGEMENT
2015 - 2017

SUMMARY OF SERVICES

Superlative was hired as the exclusive agent to serve the City and County of Denver for its sponsorship sales and management services. Prior to the sales phase, Superlative created in-depth sponsorship valuation for the Denver Coliseum, Denver International Airport, Denver Performing Arts Complex, Red Rocks Amphitheatre and Denver Public Library. Valuation deliverables included valuing currents sponsorship assets and the potential for new assets as well as Naming Rights potential for the Denver Performing Arts Complex, Denver Coliseum and Denver Convention Center. The project team handles all sponsorship activation and sales for Denver Arts & Venues. As the sole agency that handled sponsorship for the venue, we handled the scheduling of all onsite activation, fulfillment of all assets as well as all year-end recaps. We also handled the sponsorship of DAV events, such as Yoga on the Rocks, the Five Points Jazz Festival, Film on the Rocks and Fitness on the Rocks. Some of the sponsorship agreements Superlative has secured include:

- **3-year agreement with Brown-Forman for nearly $300,000**
- **2-year agreement with Southwest Airlines for $240,000**
- **3-year agreement with Miller-Coors for $1.1 million**
- **5-year agreement with Pepsi for $1.3 million**
- **2-year agreement with Jeep for $330,000**
- **3-year agreement with Treasury Wine Estates for $204,000**
- **3-year agreement with Red Bull for $180,000**
- **2-year agreement with Conoco for $300,000**

CASE STUDY

HOUSTON FIRST CORPORATION



Houstonfirst

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Matt Korte

PROJECT TEAM
Myles Gallagher
Kyle Canter

TERM OF ENGAGEMENT
2017 - 2020

SUMMARY OF SERVICES

The Superlative Group was hired by Houston First to secure a pouring rights partner for a number of their theatres and entertainment facilities. The project team successfully secured Coca-Cola as the pouring rights partner under a **5-year, $2.14 million** agreement. The project team was re-hired by Houston First to value assets and pursue Naming Rights and sponsorship partners. Assets include the George R. Brown Convention Center, Theater District (Wortham Theater and Jones Hall), Miller Outdoor Theater and a number of parking garages.

CASE STUDY

CUYAHOGA COUNTY, OH



Huntington Convention Center of Cleveland

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Myles Gallagher

PROJECT TEAM
Kyle Canter

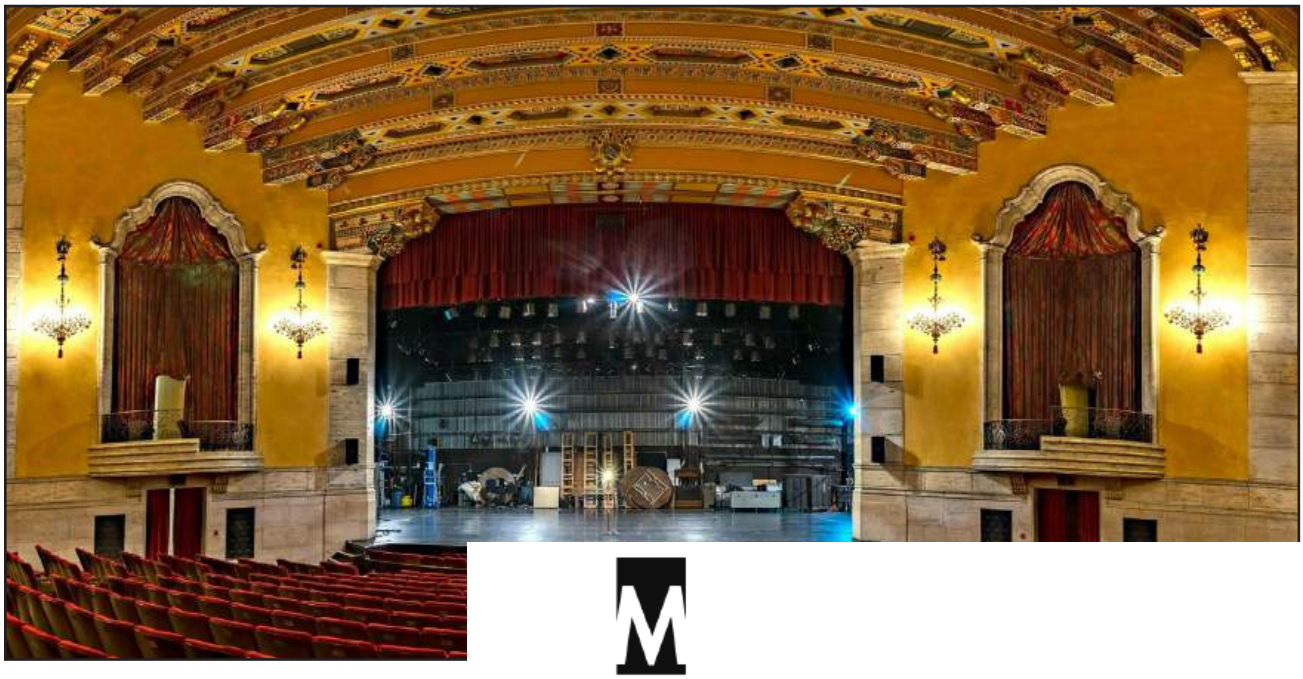
TERM OF ENGAGEMENT
2013 - 2015

SUMMARY OF SERVICES

The Superlative Group was hired as the exclusive Naming Rights consultant for the Cleveland Convention Center and Global Center for Health Innovation. The project team delivered a complete asset inventory and valuation. This included recommendation for the best approach to maximizing revenues, project asset prioritization, innovative ways to package assets for potential partners and determining a fair market value for Naming Rights to the Cleveland Convention Center and Global Center for Health Innovation. Superlative announced an agreement between the Cleveland Convention Center and FirstMerit Bank (now Huntington Bank) for Naming Rights, making the convention center the “FirstMerit Convention Center of Cleveland” (now “Huntington Convention Center of Cleveland”). The agreement is worth **$10 million over 20 years.**

CASE STUDY

DETROIT MUSIC HALL



MUSIC HALL CENTER

PROJECT SCOPE
Naming Rights & Sponsorship Asset Inventory, Valuation & Sales

PROJECT LEAD
Sean Cain

PROJECT TEAM
Kyle Canter
Noah Benzing
Claire Reddy
Brian Moracz
Kameron Brown

TERM OF ENGAGEMENT
2024 - Ongoing

SUMMARY OF SERVICES

The Superlative Group was hired by Detroit's Music Hall Center for the Performing Arts, to evaluate Naming Rights to its Concert Hall expansion project. Following a Phase I Asset Inventory Valuation, Music Hall engaged Superlative to develop a Naming Rights partnership for the venue. The team has secured a pouring rights partnership with Coca-Cola worth over **$360,000 over 10 years**. Superlative has also recently finalized a Naming Rights agreement that will generate **over $20 million** in revenue for Detroit Music Hall Center for the Performing Arts.

OUR APPROACH

The Naming Rights and sponsorship industry is continually changing because we are changing it. Our approach challenges the outmoded belief that sponsorships are sold primarily by intangibles. We use an impressions-based valuation methodology that employs real-world values that can be later justified in a sales pitch. We speak the language sponsors speak, plain and simple. Every day, our executives are challenged to create innovative partnerships that will deliver optimum value to each client—whether it's a property or a sponsor.

Superlative has led countless projects for municipalities, athletic facilities and stadia, healthcare systems, entertainment spaces and public venues, often securing industry-leading Naming Rights deals that outperform standard market rates. Our proprietary valuation model combined with our sales expertise sets a national standard for how corporate partnerships should be built.



WHY CHOOSE THE SUPERLATIVE GROUP?

GLOBAL REACH & RESOURCES

PROJECTS COMPLETED ON TIME & ON BUDGET

INCREASED VISIBILITY & REVENUE FOR OUR CLIENTS

PHASE 1

ASSET INVENTORY & VALUATION

During Phase I, our team of Valuation specialists identify and value all of the assets that the City of New Smyrna Beach ("the City") has available to generate revenue through Naming Rights and sponsorships, including, but not limited to, the Sports Complex, Brannon Center and the new pickleball courts on Paige Ave. Our Valuation process includes the following key components:



QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that your organization can expect to receive.



QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of naming rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify.



CONTRACT & POLICY ANALYSIS

As part of its analysis, we conduct a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract.



INDUSTRY BENCHMARKING

The goal of this process is to identify not only the fair market value of each naming rights & sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations.

“ We focus on maximizing revenue generation for our clients while over-delivering value. ”

PHASE 1

QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that the City's partners can expect to receive. These include the direct, or tangible, benefits available to the partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

The first step in identifying quantitative value is by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each of the City's assets that reaches the target audience. We identify television, radio, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75 percent depending on the type and quality of exposure.

Quality of exposure is determined by:

- How prevalent the partner's ID (Name) is through the exposure period; and
- The impact of its placement with its intended audience.

Our specialists then use pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from $2.50 for online exposure to $15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any particular Naming Rights or sponsorship asset.

Our quantitative analysis also includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target student demographic of 18- to 21-year-old females may be considered a "premium audience" by one partner, while another may be trying to reach 35- to 54-year-old males. Our valuation is adjusted accordingly for each opportunity and asset.

The final aspect of our quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a media platform) or development costs.



QUANTITATIVE BENEFITS ARE SEPARATED INTO SEVERAL CATEGORIES INCLUDING:

- Property Media Buys
- Signage Benefits
- Print Marketing Collateral
- Social and Digital Media Exposure
- Display Opportunities

PHASE 1

QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of Naming Rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify. Superlative classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

Functionally, Qualitative Benefits represent the premium value Naming Rights and sponsorships demand over alternative marketing investments. By simplifying intangible benefits into five categories, Superlative is able to effectively justify premium Naming Rights and sponsorship value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer.

QUALITATIVE BENEFITS ARE SEPARATED INTO SEVERAL CATEGORIES INCLUDING:

- Prestige of Property
- Value of Audience
- Opportunity to Activate
- Partner Protection
- Geographic Reach



PHASE 1

CONTRACT & POLICY ANALYSIS

As part of its analysis, Superlative conducts a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Superlative develops a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment.

Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of Naming Rights and sponsorships to the City will be inhibited by any pre-existing contracts relating to Naming Rights and sponsorships. A thorough understanding of the City's existing advertising contracts will assess the impact that existing agreements place on new Naming Rights and sponsorships agreements.

The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that the City marketing opportunities, within context of established guidelines, are understood. Superlative remains in close contact with the City's legal and executive teams to ensure that the asset database is being developed in a manner that is consistent with the City's existing policies regarding assets for marketing purposes.

INDUSTRY BENCHMARKING

Superlative maintains an extensive database of Naming Rights, sponsorships and pouring rights agreements that is continuously updated and includes, but is not limited to, Naming Rights and sponsorship contracts from park districts, municipalities, sports complexes, zoos, stadia, arenas, transit agencies, convention centers, theaters, universities and nonprofit organizations. Once our Valuation specialists have developed the asset database and determined the Naming Rights and corporate sponsorship value for each opportunity and asset, a list of similar sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each Naming Rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each Naming Rights and sponsorships asset is presented in this manner in our final Phase I report.

Superlative prioritizes the first party data from its clients for purposes of accuracy and credibility of its valuation work. In instances where first party data in not available, Superlative uses third-party dashboards and tools to aggregate data on the following:

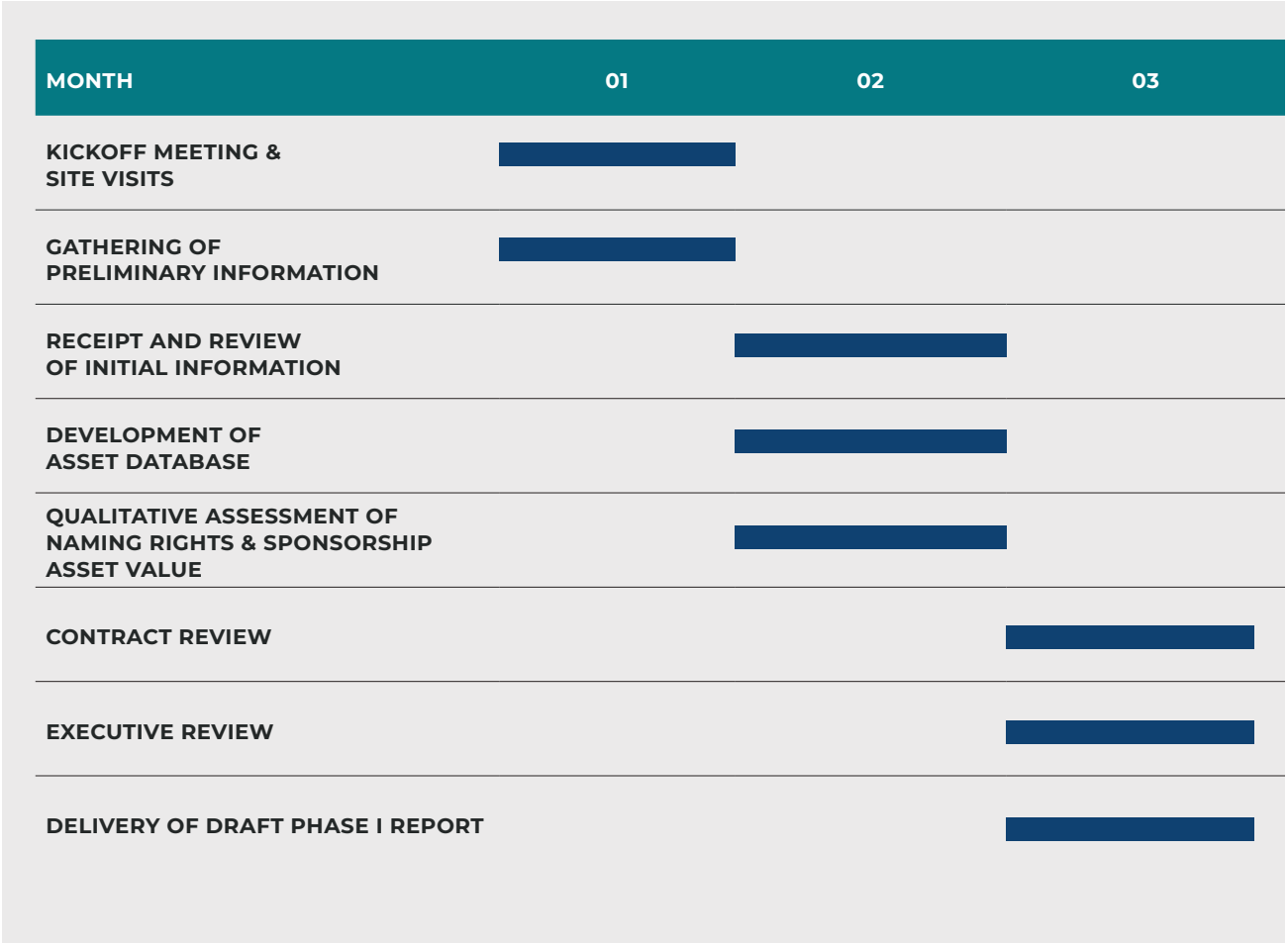
- Website Analytics
- Out-of-Home Media Rates
- Demographic/Population Data
- Pedestrian Traffic Estimates
- Annual Average Daily Vehicle Traffic Counts

PROJECT TIMELINE

Superlative understands that every client situation is unique, and our sales and marketing process allows for flexibility and customization depending on the City's specific needs. For our engagement, Superlative will complete the following steps:

PHASE 1 VALUATION

3 months, immediately following contract execution



PHASE 1 VALUATION

WEEKS 1 – 4

KICKOFF MEETING AND SITE VISITS

Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process.

Concurrent with our site visit, Superlative requests a kickoff meeting at the City's offices to introduce our team in person, identify project leads and go over timelines and responsibilities.

GATHERING OF PRELIMINARY INFORMATION

Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Upon completion of our site visit, Superlative will send the City staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

WEEKS 5 – 8

RECEIPT AND REVIEW OF INITIAL INFORMATION

Superlative allows 2-3 weeks for receipt of the bulk of information requested of the City, although this process will likely continue until the report is finalized, and potentially, throughout the strategic sales process as Superlative obtains interest from potential partners. In most cases, Superlative secures most of what it needs to begin building the City's asset database by Week 6.

DEVELOPMENT OF ASSET DATABASE

Concurrently, Superlative's valuation specialists begin compiling the City's assets and determining their quantitative value based on local, regional and national media rates.

QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSET VALUE

Our valuation team conducts original research to ascertain the intangible value of the City's Naming Rights and sponsorship opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by the City as well as Superlative's proprietary database of Naming Rights and sponsorship contracts.



PHASE 1 VALUATION

WEEKS 9 – 12

CONTRACT REVIEW

Once Superlative has determined the Naming Rights and sponsorship value for the City's assets, packages are compared to the City's existing Naming Rights and sponsorship agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g., category restrictions like tobacco or alcohol) processes.

EXECUTIVE REVIEW

Superlative conducts an extensive internal review process where the City of New Smyrna Beach's senior leadership has an opportunity to weigh in on potential contract value and overall program revenue potential, lending insight critical insight to the project and ensuring that all potential revenue is accounted for.

DELIVERY OF DRAFT PHASE I REPORT

Superlative allows 1-2 weeks for review by the City staff, followed by a conference call with Superlative's valuation experts to walk through our findings together. Subsequently, any feedback is incorporated and the document is finalized.



PHASE 2

STRATEGIC SALES CAMPAIGN DEVELOPMENT

Superlative's main priority is to generate maximum revenue for our clients. Upon completion of Phase I, Superlative recommends immediately moving forward with a strategic sales campaign, beginning with the City's most valuable opportunities. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners





PHASE 2

PROSPECTING

Superlative draws upon its extensive background in Naming Rights and sponsorship sales and its proprietary database to outline prospective partners for the City's marketable opportunities. This database includes both category identification and major corporate partners within each category. Our team will work with the City of New Smyrna Beach to review and finalize the prospect list prior to any outreach.

Our proprietary sponsorship database, which tracks over thousands of sponsorship agreements across various sectors, allows us to benchmark and match potential partners based on alignment with sponsorship opportunities and industry trends. We utilize platforms such as ZoomInfo and LinkedIn to gather insights on company financials, leadership and past sponsorship activity as well as HubSpot support prospect tracking and engagement. Our data-driven approach enables highly targeted and strategic partnership development with the goal of maximum revenue generation for our clients. We also have a strategic alliance with sponsorship fulfillment software SponsorCX and can facilitate an introduction if desirable.

In our experience, optimum revenue generation is attained when there is a comprehensive understanding of:

- The inventory available; and
- How that inventory aligns with the needs of potential partners.

Superlative's experience in identifying and documenting marketing rights, combined with our knowledge of (and relationships with) corporations in the region and across the United States, will give the City the tools to ensure the maximum revenues are leveraged out of every corporate partnership.

During our prospecting, our team will:

- Collaborate closely with the City's leadership and development teams on recommendations they may have;
- Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City;
- Develop innovative sponsorship packaging strategies;
- Promote sales campaign with a description of the City initiatives through a myriad of resources;
- Create collateral material that will provide specific information for potential investments and/or partnerships with the City as part of the Naming Rights or sponsorship program, including:
    - Market/Demographic data;
    - Measured media value;
    - Value justification for unmeasured media;
    - Sponsorship benefits and tiered options for each asset;
    - Options for renewal; and
    - Financial investment.

PHASE 2

NEGOTIATING & COMPLETING AGREEMENTS

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise the City stakeholders, depending on your desire and needs.

PRESENT AGREEMENTS

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with the City to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

CONTRACT FULFILLMENT

Superlative will work with the City to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships. We will ensure that all necessary permits, insurance coverage, and waivers are properly obtained and managed.

MANAGE & AUDIT ONGOING RIGHTS

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.



PHASE 2

ACTIVATION & AUDIT

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules, in-kind services, and compliance issues; and
- Provide other services as requested by the City.

PROGRESS REPORTS

Superlative understands that effective communication with the client is a critical part of successful project delivery, and we have designated one Lead Consultant, Kyle Canter, who will work directly wiht the City's staff for this engagement. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

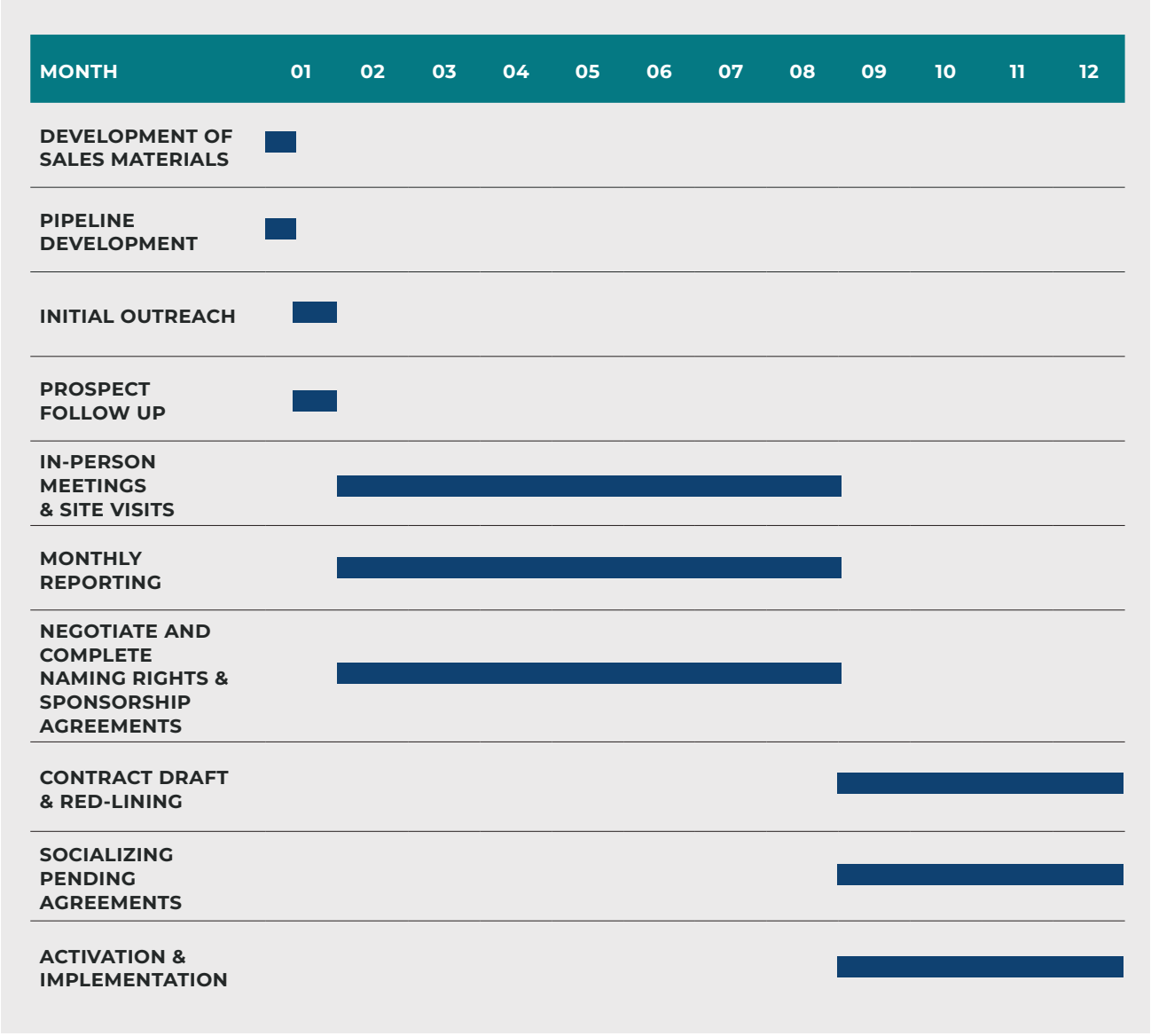
- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days
- Year-end summary and analysis of achievements

The Superlative Group will agree to the format with the City's project team as part of our project initiation process.

PROJECT TIMELINE

PHASE 2 SALES

12 months



PHASE 2 SALES

WEEKS 1 – 2

DEVELOPMENT OF SALES MATERIALS

Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.

PIPELINE DEVELOPMENT

Superlative's sales executives will work with the City personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

WEEKS 3 – 4

INITIAL OUTREACH

Superlative begins every new sales campaign with letters addressed to the C-Suite of prospect organizations. These letters are customized based on the prospect and contain hand-written notes. A general formatted letter is provided to the City ahead of time to allow for approval of the content of the outreach. The purpose of these letters is to introduce our firm as the exclusive sales agent representing the opportunity, provide an overview of the partnership goals and request an initial meeting.

PROSPECT FOLLOW UP

After initial outreach letters are delivered, Superlative will follow up via phone and email. Throughout this process, we work to secure initial calls and meetings with interested parties. Important to note, the initial outreach and follow up is always directed to the highest-ranking officials in an organization so that these transformative partnerships are properly vetted.

MONTHS 2 – 8

IN-PERSON MEETINGS AND SITE VISITS

Superlative believes that the best and only way to ultimately build long-lasting, sustainable corporate partnerships is to develop relationships and trust with prospective partners. In order to accomplish this, our Sales Executives frequently travel to market to meet with entities in-person and, when beneficial, conduct site visits. Additionally, at the right point in the process, we invite our clients to take part in these meetings; again, always with the goal to develop relationships and build commonalities for future partnerships.

MONTHLY REPORTING

Superlative's sales executives will coordinate a regular conference call with the City leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.

NEGOTIATE AND COMPLETE NAMING RIGHTS & SPONSORSHIP AGREEMENTS

As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Superlative will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.

PHASE 2 SALES

MONTHS 9 - 12

CONTRACT DRAFT AND RED-LINING

Superlative employs in-house counsel to assist in the drafting and editing of all Naming Rights and sponsorship agreements. With a deep portfolio of benchmark agreements, we are able to draw on decades of experience in drafting sponsorship agreements that always seek to represent the best interest of our clients. As contract negotiations move forward, we are available to play an active or consultative role in the drafting or review of any pending agreement.

SOCIALIZING PENDING AGREEMENTS

Superlative understands the unique nature of implementing significant, long-term agreements and as a result takes a proactive role in socializing the major elements of the agreements with key stakeholders. Our Sales Executives will prepare briefing materials, conduct meetings, answer questions in order to fully explain the benefits of the partnership. We do this to ensure that pending agreements can be accepted and passed by governing boards, elected leaders or other leadership staff.

ACTIVATION AND IMPLEMENTATION

Upon execution of a contract, we remain invested in the activation process to ensure a seamless implementation of the partnership and that there is a smooth transition in managing the relationship. Ultimately, all of the sponsorship agreements we bring forth are relationships between our client and the new partner; we take an active role to ensure that relationship gets off to a successful start.



FEE PROPOSAL

Our standard pricing structure contains a flat project fee for the Phase I Asset Inventory & Valuation as well as two options for the Phase II Strategic Sales Campaign.

Phase I is a fee-based engagement related to the scope of the valuation and analysis. That investment will be broken down into milestone payments associated with deliverables. The fee covers asset identification, asset valuation, research, database development and the delivery of the Phase I Report.

Our Phase II investment structure includes two options each with a monthly retainer and commission for revenue produced. The monthly retainer is based on the size and scope of the project and commissions are paid after new revenue is received. The commission and retainer operate on a sliding scale and counteract one another; the lower the retainer, the high the commission rate and vice versa.

Superlative understands that each client is unique, and our goal is to finale terms that are agreeable for partnering on a successful program.

PHASE I: ASSET INVENTORY & VALUATION

- $60,000 project fee
- All pre-approved travel reimbursed at cost

PHASE II: STRATEGIC SALES CAMPAIGN

OPTION 1

- $5,000/month retainer plus 20% commission on all sales
- All pre-approved travel reimbursed at cost

OPTION 2

- $7,500/month retainer plus 15% commission on all sales
- All pre-approved travel reimbursed at cost

Janet Vivian
Purchasing Agent
City of New Smyrna Beach, FL
jvivian@cityofnsb.com
(386) 410-2600 Ext: 2654

August 20, 2025

To whom it may concern,

There are not any potential conflicts of interest that exist between The Superlative Group and the City of New Smyrna Beach, Florida.

Best,

Myles C. Gallagher
President & CEO
The Superlative Group

FINANCIAL STABILITY

The Superlative Group is financially stable and has the necessary resources, human and financial, to proide the services at the level required by the City of New Smyrna Beach. As a privately held corporation, Superlative does not disclose any financial information; however, please find attached a letter from our accountant and a letter from our banker that prove we are in strong financial standing.

LITIGATION

The Superlative Group has never filed for bankruptcy, nor has had any pending litigation, office closures or impending mergers that would impede our ability to provide the full scope of services for the term of the contract. Our firm has never failed to complete any contracted work in the past 5 years.

Dunn & Bradstreet: 927981894

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: City of Clearwater, FL Coachman Park Naming Rights				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: 706 N. Missouri Ave., Clearwater, FL 33755				
Contracting Agency/Client: City of Clearwater, FL				
Contact Name and Phone #: Kris Koch, 727-562-4805				
Contact Email Address and Fax #: kris.koch@myclearwater.com				
Contract Amount: Phase I: $60,000; Phase II: $7,500/month and varable sales commission	Start Date: Mach 2022		End Date: August 2024	
Project #2:				
Project Name: Miami-Dade County FL - Countywide Naming Rights and Sponsorship Valuation & Sales				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: 111 Northeast 1st St., Miami, FL 33128				
Contracting Agency/Client: Miami Dade County, FL				
Contact Name and Phone #: Doris MacPherson; 305-375-3520				
Contact Email Address and Fax #: doris.macpherson@miamidade.gov				
Contract Amount: Phase I: $250,000; Phase II: variable comissions	Start Date:	2016	End Date:	Oct. 2024
Project #3:				
Project Name: City of Spokane - US Pavilion & Riverfront				
Type of Project/Service: Naming Rights & Sponsorship Consulting & Sales				
Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201				
Contracting Agency/Client: City of Spokane, WA				
Contact Name and Phone #: Amy Lindsey; 509-209-6956				
Contact Email Address and Fax #: alindsey@spokanecity.org				
Contract Amount: Phase II: $5,000/month and 17% sales commission	Start Date:	2024	End Date:	November 2025

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Orlando Ice Den Naming Rights				
Type of Project/Service: Naming Rights & Sponsorship Consulting & Sales				
Address: 8701 Maitland Summit Blvd., Orlando, FL 32810				
Contracting Agency/Client: Orlando Ice Den				
Contact Name and Phone #: Jason Leisten; 407-916-2418				
Contact Email Address and Fax #: jason.leisten@orlandoiceden.com				
Contract Amount: 10% commission	Start Date: 2024		End Date: Ongoing	
Project #2:				
Project Name: City of Santa Monica, CA - Bikeshare Program & Out-of-Home Adveritisng Kiosk Program				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: 1685 Main St., Santa Monica, CA				
Contracting Agency/Client: City of Santa Monica, CA				
Contact Name and Phone #: Melissa Spagnuolo; 310-570-5391				
Contact Email Address and Fax #: melissa.spagnuolo@santamonica.gov				
Contract Amount: Phase I: Valuation fees; Phase II: $5,000/ month and variable sales commissions	Start Date: April 2015	June 2025	End Date: November 2023	Present
Project #3:				
Project Name: City of Irvine, CA - The Great Park				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: One Civic Center Plaza, Irvine, CA 92606				
Contracting Agency/Client: City of Irvine, CA				
Contact Name and Phone #: Corey Lakin; 949-724-6790				
Contact Email Address and Fax #: clakin@cityofirvine.org				
Contract Amount: Phase I: $90,000; Phase II: $10,000/month and 10%	Start Date: 2018		End Date: 2022	

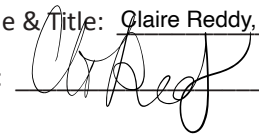
City of New Smyrna Beach

Proposal Response: Citywide Naming Rights & Sponsorship, Rebid

Project ID: **16-25-LS**

Company Name: The Superlative Group, Inc.

Print Authorized Officer Name & Title: Claire Reddy, Vice President of Client Services

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: Smoke Free Acknowledgement	X
City of NSB Form: References	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X

City of New Smyrna Beach

RFP 16-25-LS: Citywide Naming Rights & Sponsorship, Rebid

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 #
Myles Gallagher, President & CEO		216-592-9400
Kyle Canter, Chief Operating Officer		216-592-9400
Brian Moracz, Vice President of Legal & Client Services		216-592-9400

Claire Reddy
Print Name

Vice President of Client Services
Signature/Title)

The Superlative Group
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: Ohio

Federal I.D. or Social Security number is: 341762954

VENDOR INFORMATION

BID #:	RFP 16-25-LS
BID TITLE:	Citywide Naming Rights & Sponsorship - Rebid

Respondent Information	
Company Name: The Superlative Group, Inc.	Federal Employer Identification Number or SS Number: 341762954 DUN Number: 927981894
Mailing Address 2843 Franklin Blvd.	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Cleveland, OH 44113	Incorporated in the State of: Ohio
Corporate Address: 2843 Franklin Blvd.	What kind of business: (X) "For Profit" or "Not for Profit" Is Firm in good standing: X (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code Cleveland, OH 44113	State of Florida Department of State Certificate of Authority Document No: F00000005502
Telephone No. 216-592-9400	
Email Address: reddy@superlativegroup.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: Myles Gallagher Secretary: _____ Other: _____	Vice President: _____ Treasurer: _____ Other: _____

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

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

Authorized Signature

Claire Reddy
Printed Name

Title: Vice President of Client Services

Date: 08/21/2025

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: 08/22/2025

VENDOR NAME: The Superlative Group, Inc.

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: Naming Rights & Sponsorship Consulting, Valuation & Sales Services

DEPARTMENT: _____

PREPARED BY: Claire Reddy, Vice President of Client Services

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
2843 Franklin Blvd.	2843 Franklin Blvd.	2843 Franklin Blvd.
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
Cleveland, OH	Cleveland, OH	Cleveland, OH
CITY/STATE	CITY/STATE	CITY/STATE
44113	44113	44113
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Claire Reddy

E-MAIL: reddy@superlativegroup.com

OFFICE PHONE: 216-592-9400

FAX: N/A

MOBILE PHONE: 216-789-7476

FEDERAL TAX ID#: 341762954

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.)

The Superlative Group, 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)

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)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2843 Franklin Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Cleveland, OH 44113

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

3	4	–	1	7	6	2	9	5	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** [signature] **Date** 01/07/2025

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.

The Superlative Group, Inc.
PROPOSER/BIDDER


AUTHORIZED SIGNATURE

Vice President of Client Services
OFFICER TITLE

08/21/2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2025

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 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 Armada Risk Partners, LLC 1300 East 9th Street Suite 1650 Cleveland OH 44114	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-350-5050 **FAX (A/C, No):** **E-MAIL ADDRESS:** service@armadarisk.com
INSURED THESUPE-01 The Superlative Group, Inc. 2843 Franklin Blvd Cleveland OH 44113	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** CONTINENTAL CAS CO 20443 **INSURER B :** CONTINENTAL CAS CO 20443 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1665615267 **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 PRO-JECT LOC OTHER:			7013660767	5/25/2025	5/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			7013660767	5/25/2025	5/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			7013660655	5/25/2025	5/25/2026	EACH OCCURRENCE AGGREGATE $	$ 6,000,000 $ 6,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7013660767	5/25/2025	5/25/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Ohio Stop Gap $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			652216287	4/25/2024	4/25/2026	Each Occ / Aggregate	3,000,000

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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.

Vice President of Client Services
Authorized Signature and Title

Date: 08/21/2025

Claire Reddy, Vice President of Client Services
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 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_____NO X_____

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.

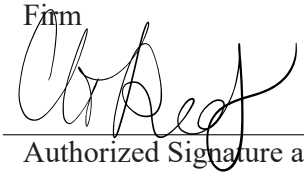
I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 16-25-LS described as:

Citywide Naming Rights & Sponsorship Rebird.

The Superlative Group, Inc.
Firm

08/21/2025
Date



Authorized Signature and Title

Claire Reddy, Vice President of Client Services
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;

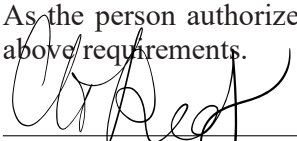
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, 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: 08/21/2025

Authorized Signature

Claire Reddy, Vice President of Client Services

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 Kyle Carter, Chief Operating Officer
(Print Individual's Name and Title)

for The Superlative Group
(Print Name of Entity Submitting Sworn Statement)

whose business is 2843 Franklin Blvd., Cleveland, OH 44113

and (if applicable) its Federal Employer Identification Number (FEIN) is 341762954

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,

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Ohio

County of Cuyahoga

Kyle Canter, being first duly sworn, deposes and says that:

He/she is COO of The Spartan Group, 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

COO

Title

Subscribed and sworn to before me this 26th day of August, 2025.

Notary Public

Title

My Commission Expires: N/A

NOTARIAL SEAL STATE OF OHIO

Brian Moracz
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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: The Supernatural Group

Authorized Signature: _____ Date: 8.25.25

Printed Name: Kyle Carter

Title: Chief Operating Officer

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of August, 2025, by Kyle Carter, as COO on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped Brian Moracz

My Commission Expires: N/A

NOTARIAL SEAL STATE OF OHIO

Brian Moracz
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

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

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

✓

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 25th day of August, 2025.

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Ohio

My commission expires: N/A

NOTARIAL SEAL STATE OF OHIO

Brian Moracz
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Data
Sec 147.03 RC

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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 Superlative Group

Consultant E-Verify Registration Number: 703918

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: _____

Print Name: Kyle Canter

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 25th Day of August, 2025. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: N/A

Brian Moracz
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

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.

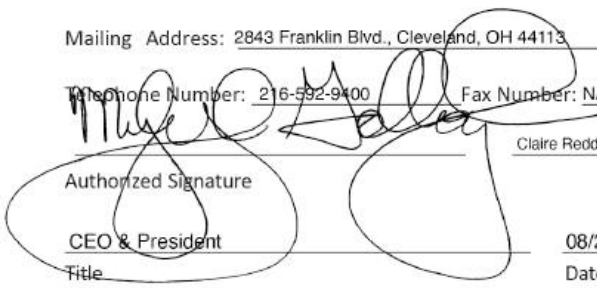
TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Ohio	
Principal Place of Business (Enter Address)	2843 Franklin Blvd., Cleveland, OH 44113	
Federal I.D. Number	341762954	

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 Superlative Group, Inc.

Mailing Address: 2843 Franklin Blvd., Cleveland, OH 44113

Telephone Number: 216-592-9400 Fax Number: N/A E-mail Address: reddy@superlatvegroup.com



Authorized Signature | Claire Reddy (Printed Name) | 341762954 (FEIN)

CEO & President (Title) | 08/21/2025 (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: The Superlative Group, Inc.

FEIN: 341762954

Authorized Representative Name and Title: Claire Reddy, Vice President of Client Services

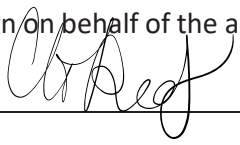
Address: 2843 Franklin Blvd.

City: Cleveland State: OH Zip: 44113

Phone Number: 216-592-9400 Email Address: reddy@superlativegroup.com

Certified By: Claire Reddy, Vice President of Client Services ,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

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CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

_____ Date: 08/21/2025

Authorized Signature and Title

Claire Reddy, Vice President of Client Services

Print Name and Title

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

ADDENDUM 1
RFP 16-25-LS: Citywide Naming Rights & Sponsorship, Rebid
August 8, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFP 16-25-LS, Citywide Naming Rights & Sponsorship, Rebid,** issued July 21, 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:** Considering there are conflicting dates of when the Reference Questionnaire is due, can we assume that it is due to the email listed in the RFP on 8/25/2025, since that is when the overall bid is due?

   Answer: Yes.

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): Claire Reddy Proposer Signature: _____

The Superlative Group, Inc.
Firm Name (Please Print)

State of Florida
Department of State

I certify from the records of this office that THE SUPERLATIVE GROUP, INC. is an Ohio corporation authorized to transact business in the State of Florida, qualified on September 28, 2000.

The document number of this corporation is F00000005502.

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 12, 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 Eighteenth day of July, 2025



Secretary of State

Tracking Number: 2906316501CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

July 21, 2025

Re: The Superlative Group

To Whom It May Concern:

Please accept this letter as verification of The Superlative Group Inc.'s Commercial Banking Relationship at PNC Bank. The client is in good standing and has established a banking relationship since 2018.

If you should have any questions or need additional information please do not hesitate to reach out to me. Thank you.

Sincerely,

Gabrielle Valantine

Gabrielle Valantine
Relationship Manager-Commercial Banking
(W) 216-575-9983 (C) 330-774-6925
Gabrielle.valantine@pnc.com

MALONEY
+NOVOTNY LLC

+ 1530 West River Road, Suite 200, Elyria, Ohio 44035
+ p 440.323.3200 | f 440.322.9442
+ www.maloneynovotny.com

July 21, 2025

To Whom It May Concern:

This letter is to serve as verification that I have prepared and filed The Superlative Group, Inc. tax returns for over 29 years. The Superlative Group, Inc. is a financially stable Company.

If you have any questions, please don't hesitate to contact our office.

Sincerely,

Chris Mead, C.P.A.

Superlative

Phase I Asset Inventory & Valuation Report



The Superlative Group, Inc.
Sanford House
2843 Franklin Blvd.
Cleveland, OH 44113

Phone: 216.592.9400

info@superlativegroup.com
www.superlativegroup.com

City of Clearwater

Naming Rights, Corporate Sponsorships & Other Revenue Opportunities

Contents

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1 Executive Summary

1.1 Introduction

In March 2022, the City of Clearwater ("City") commissioned The Superlative Group ("Superlative") to conduct an asset inventory and valuation of marketable assets owned by the City, including facility Naming Rights, category partnerships and other revenue-generating opportunities.

This report presents the Fair Market Valuation of potential rights and benefits that can be delivered through a corporate partnership program for the City, with a focus on the City's Imagine Clearwater project, as specifically identified by Superlative and the City project team during the Phase I process.

The key objectives of this exercise are to:

- Identify the City assets which are most likely to deliver incremental revenue in order to further support the City's maintenance and development programs;
- Determine a Fair Market Value for the City's marketable assets, rights and benefits; and
- Develop strategies specifically focused on generating revenue for the City.

This report presents the findings from Superlative's valuation process.

1.2 Background & Methodology

Sports and entertainment venues have traditionally attracted the highest value Naming Rights and sponsorship agreements because they allow corporate partners to reach substantial markets beyond venue attendees. However, the revenue-generating benefits of Naming Rights and corporate sponsorships have become increasingly prevalent in a wide range of sectors:

- Parks and Recreation Systems;
- Trail Systems;
- Aquatic Centers;
- Outdoor Amphitheaters;
- Convention Centers;
- Outdoor Plazas; and
- Municipal Marketing.

The Superlative Group Valuation Methodology has been developed over time and through our experience of securing revenue-generating opportunities for clients across the United States and Europe. Superlative uses a combination of impressions-based valuation of media exposure and benchmarking to generate valuations that will form the opening package with target companies during the sales process.

1.3 Valuation Summary

At the outset of the project, Superlative conducted a site visit to determine which facilities and assets would be most amendable to corporate partners. The tables on the following page summarize the results of the full Phase I valuation process. In a fully-mature sponsorship program, the City could recognize over $1.7 million annually.

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Table 1.3.1 Imagine Clearwater Assets

Asset	Fair Market Value (FMV)	Term (Years)	Revenue Potential
Amphitheater	$475,000	25	$17,318,151
Amphitheater VIP Center	$100,000	10	$1,146,388
Gateway	$75,000	10	$859,791
Playground	$50,000	10	$573,194
Upper Plaza	$55,000	10	$630,513
Garden	$40,000	10	$458,555

Table 1.3.2 Additional City of Clearwater Sponsorship Opportunities

Asset	Fair Market Value (FMV)	Term (Years)	Revenue Potential
Presenting Sponsorship to Coachman Park	$200,000	25	$7,291,853
Naming Rights to Coachman Park Lake	$50,000	10	$573,194
Lifeguard Sponsorship	$50,000	10	$573,194
Pier 60 Sponsorship	$40,000	10	$458,555

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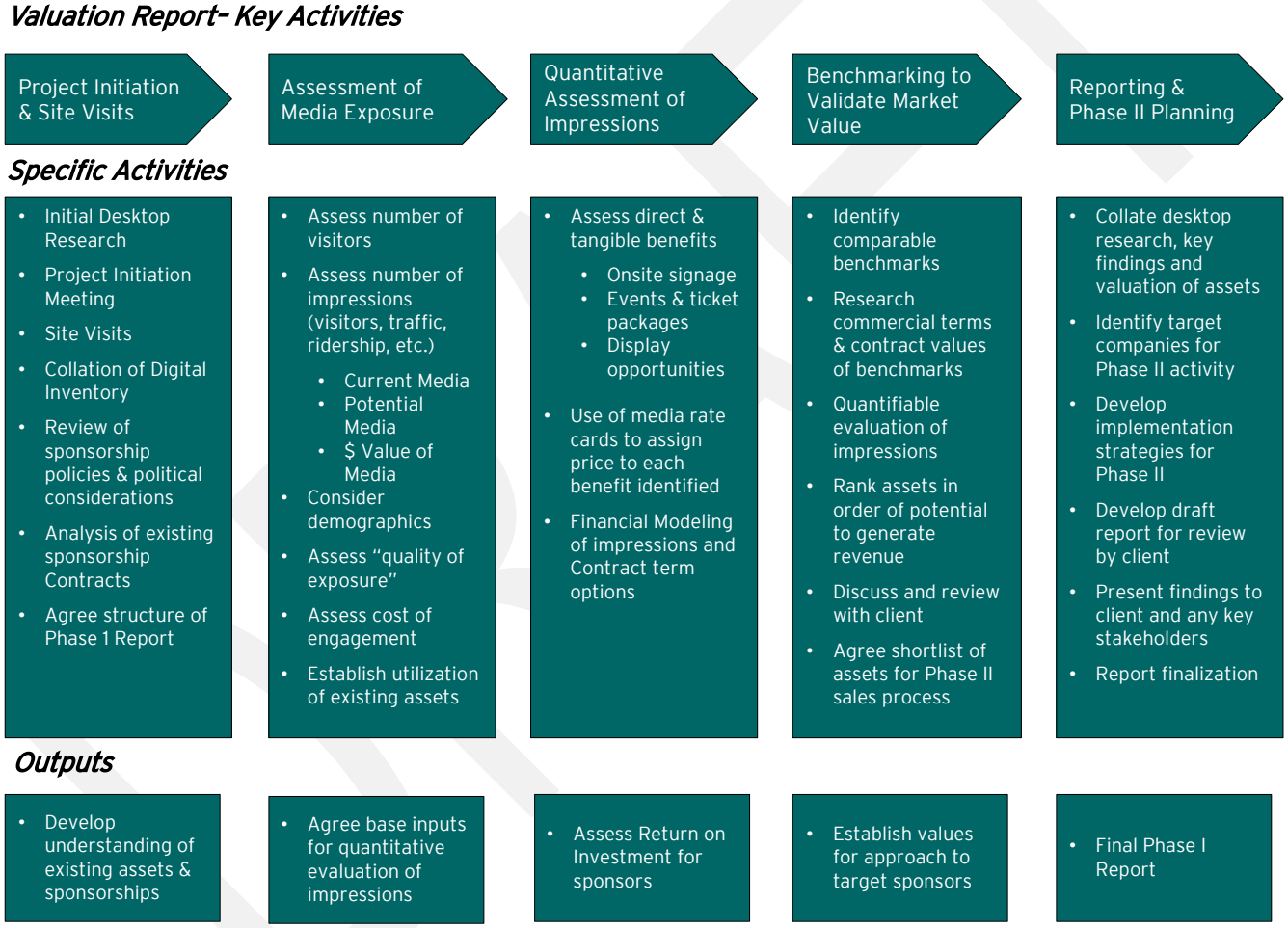
2 Background & Methodology

2.1 The Superlative Valuation Methodology

Due to the lack of a universally accepted valuation methodology for naming rights and partnership valuation, Superlative developed the following valuation methodology based on its experience in negotiating Naming Rights and sponsorship agreements. The diagram on the following page shows the key steps, specific activities, and outputs during implementation of a partnership marketing strategy.

Figure 2.1.1



Project Initiation & Desktop Research

Upon appointment as sales agents on any new engagement, Superlative carries out initial desktop research to review relevant documentation such as financial statement and strategic plans to gather contextual information such as major capital projects in the locality, specifics of the existing facilities and key statistics such as visitor numbers, drive-by traffic, media publications, hits on websites / communication channels. Our research team maintains a database which is used to compile key pricing and contractual data for all relevant Naming Rights and sponsorship initiatives.

Site visits are undertaken where relevant to view the assets being valued. A digital inventory is compiled for each location that is used during the valuation process and subsequently, during development of promotional materials during the sales process. Superlative gathers site maps to document key details such as number of existing signage and venue specifications. This information is used to identify commercial opportunities as part of the Phase I valuation process.

Assessment of Media Exposure

Assessment of media exposure requires an understanding of the number of impressions which a corporate sponsorship would deliver. This involves gathering traffic statistics for specific venues and consideration of impressions from roadside signage, aerial views and naming on radio traffic updates or other media channels. Local rates are gathered from radio stations, billboard advertisers, and more in order to establish accurate local benchmarks.

With the gathered data, Superlative generates an initial model of impressions. Superlative takes the following factors into account when determining the appropriate amount of impressions a piece of signage or collateral would receive:

Valuation Factors

- Sign Size – has a direct impact on visibility. Within a given market, advertising space carries a different value depending upon the number of impressions, which are used to calculate advertising rates. An impression indicates the number of times an advertisement is seen by pedestrians, motorists and transit riders.
- Location – Rates are higher in high demand areas. Billboards in New York City will carry some of the highest rates in the nation. Location also dictates the demographics of the audience. Airport advertising rates are high due to the premium demographics of air travelers.
- Rotation – In the case of digital advertising inventory, rates are based on the length of each advertisement. Rotations can range from 8 seconds to 30 seconds (depending on average wait time in a given location) with OOH advertising agencies aiming to maximize the number of advertisers on each digital ad board.
- Demand – Premium units and high-traffic transit stations in the heart of cities may have a long list of advertisers waiting to display their message. The proximity of certain ads to airports, shopping centers and other attractions also increases demand and price. Further, other events and timing make outdoor inventory more "precious" and can impact rates, such as large sporting events or beach adjacent inventory in the summer months.
- Population – Audience size will influence your advertisement cost.

Sponsorship Rates

A sponsorship or naming rights buyer will typically invest in a naming opportunity based on a cost per thousand impressions (CPM) or cost per 30 seconds (CP:30) calculation for broadcast exposure. CPMs or CP:30s for naming rights or advertising programs vary due to location and the type, duration and quality of exposure. While an average CPM for a national television advertisement may be $28, a 30-second advertisement during the 2022 Super Bowl typically cost around $6.5 million, with CPMs in the range of $60 - $80. CPM values can vary considerably across the nation. As a result, Superlative applies local media rates to each project. Superlative made conservative assumptions in comparing these values to current and suggested sponsor exposure on facilities and assets (e.g., main identity signage).

The CPM value includes assessment of the demographics of the target audience and the quality of exposure to that audience. For example, sporting venues tend to be patronized by 18 to 34-year-old males, which is a "premium audience" in terms of the potential revenue for sponsors generated by this audience. Accordingly, sponsors wishing to gain exposure to this audience would target sports venues. The target demographic for other venues may be considerably different and hence, this must be taken into consideration as part of the valuation.

The following table sets out the average historic media rates from the Superlative database.

DRAFT

Table 2.1.2 Traditional Media Rates

Traditional Media Rate Card	Average CPM	Cost per Impression
TV	$28.00	$0.0280
Magazines	$17.00	$0.0170
Newspaper	$17.00	$0.0170
Cable	$12.00	$0.0120
Social Media	$10.76	$0.0108
Radio	$7.00	$070
Internet	$3.60	$020
Mobile	$2.23	$020
Average	$12.20	$0.0120

Average across USA (exchange wire)

Further, Table 2.1.3 below shows current out-of-home media rates for the Tampa-St. Petersburg, FL (DMA) considered as part of this study.

Table 2.1.3 Tampa-St. Petersburg, FL OOH Media Rates

DMA	DMA 18+ Population	Media Type	4-Week Rate Per Face	4-Week Total Rate	CPP	CPM
Tampa, FL(DMA)	4,027,567	Bulletins	$3,500	$38,500	$196	$4.87
Tampa, FL(DMA)	4,027,567	Digital Bulletins	$4,935	$64,155	$333	$8.27
Tampa, FL(DMA)	4,027,567	Posters	$765	$15,300	$75	$1.87

The quality of exposure is determined by how prevalent the sponsor's branding is during the exposure period and the impact that this placement will have on the target demographic.

Quantitative Evaluation of Impressions

Superlative uses financial modeling to assess the dollar value of impressions from the sponsorship (e.g. wayfinding signs, recognition on websites). Superlative assigns a CPM-based value to each component available for naming rights, based on the strength and reach of exposure for a possible partner associated with each branding opportunity.

In developing these values, Superlative uses a financial model it has developed over time and adjusted the model to fit the saleable components of the City. Superlative's values are presented in Section 5 of this report.

Benchmarking to Validate Market Value

In order to negate the short-fallings identified above, The Superlative Group identifies sector benchmarks (or comparables) for each opportunity, researching commercial and contract values.

In order to confirm that an impression-based valuation is appropriate and accurate, Superlative investigated the prices paid for similar properties and assets in similar markets. When evaluating benchmark comparisons, Superlative considers the prestige of each asset, likely partner interest, and geographic reach of each sponsorable asset. Superlative takes into account the geographic reach of a partnership opportunity as a whole, on a local, regional and/or national basis, but also the geographic reach of each individual asset. For example, an individual piece of signage within the interior of a property would have a local reach, while recognition on publications and/or signage within a transit car would reach a far broader audience. Assets are then ranked in order of potential to generate revenue to establish priorities for the sales process. A full list of the benchmarks considered by Superlative as part of its analysis can be found below in Section 5.

3 Introduction

3.1 Introduction

This section provides an overview of the City of Clearwater, its demographics and key statistics used in Superlative's valuation.

3.2 City of Clearwater

Introduction

The City of Clearwater was incorporated in 1915, but its history dates back to much earlier. Clearwater was once inhabited by the Tocobaga tribe and its name is a literal translation from the native Indians word "Pocotopaug," because of its abundant fresh springs along the shore.

Clearwater is the county seat of Pinellas County. The City is situated on the Gulf of Mexico and approximately 20 miles from Tampa, FL. The City is in close proximity to the Tampa International Airport and the St. Petersburg/Clearwater International Airport. It is also connected to major highways including The Courtney Campbell Causeway/Gulf to Bay Boulevard on Highway 60 and I-75.

Government

The City of Clearwater is governed by City Council. The City Council is comprised of the mayor, currently Brian Aungst Sr., and four Council members who each serve four-year terms. The City Council is the legislative and policy-making body of the City and responsible reviewing and approving the City's annual budget.

Additionally, the Council members evaluate the City Manager and the City Attorney among other responsibilities.

Mission and Vision

Mission

The Mission of the City of Clearwater is to:

- Provide cost effective municipal services;
- Facilitate development; and
- To support a high quality of life and experience.

Vision

Clearwater will be a uniquely beautiful and vibrant community:

- that is socially and economically diverse;
- that invests for the future; and
- that is a wonderful place to live, learn, work, visit, and play.

Demographics

The City of Clearwater has a total population of 116,938 (circa 2019). The median owner-occupied housing unit with a mortgage is $354,700, higher than the state's average of $261,400. The median and mean household income was $52,431 and $77,465 respectively, slightly lower than the state's average of $59,227 and $83,883.

Table 3.2.1 on the following page provides an overview of the City of Clearwater demographics.

DRAFT

Table 3.2.1

Population Estimates	Clearwater, FL	
Population		
Population Estimates, 2019	116,938	100%
Sex		
Female persons	62,092	53.1%
Male persons	54,846	46.9%
Race and Hispanic Origin		
Hispanic or Latino	20,782	17.8%
White alone	76,450	65.4%
Black or African American alone	11,323	9.7%
American Indian and Alaska Native alone	664	0.6%
Asian alone	4,633	4.0%
Native Hawaiian and Other Pacific Islander alone	35	0.0%
Some Other Race alone	680	0.6%
Population of two or more races	2,371	2.0%
Age	Median	47.1 years
Persons under 5 years	5,933	5.1%
5 to 9 years	6,192	5.3%
10 to 14 years	6,059	5.2%
15 to 19 years	4,701	4.0%
20 to 24 years	4,128	3.5%
25 to 34 years	15,346	13.1%
35 to 44 years	13,418	11.5%
45 to 54 years	16,334	14.0%
55 to 59 years	8,534	7.3%
60 to 64 years	8,541	7.3%
65 to 74 years	16,100	13.8%
75 to 84 years	8,468	7.2%
85 years and over	3,184	2.7%

Tourism

The City attracts approximately one million visitors annually. Between May through August, the total annual visitor count grew from 530,000 visitors in 2017 to nearly 700,000 in 2021. The City accounted for over $550 million in direct expenditures during the Spring/Summer of 2021 and estimates a total economic impact during those months in 2021 to $1.1 billion.

Major Employers

There were nearly 40,000 full-time employed residents above the age of 16 in Clearwater in 2019. The most common industries included health care and social assistance (7,102), retail trade (5,829) and professional, scientific and technical services (5,114).

3.3 Imagine Clearwater

The Imagine Clearwater Master Plan is an investment in the redevelopment of Downtown Clearwater and its waterfront. The approximately two-year construction process will expand the City's parks and recreational services at Coachman Park. Imagine Clearwater construction will include a new 4,000-seat covered amphitheater with a

total capacity of 9,000 people, playground, picnic areas, gateway, upper plaza, dockmaster, gardens and shaded structures throughout the park. Section 4 of this report highlights these assets.

3.4 Pinellas County

Clearwater is the county seat to Pinellas County. According to the U.S. Census Bureau, the county population was 959,107 in 2019.

Education

There are over 100,000 students enrolled in Pinellas County Schools. According to the Florida Department of Education, the high school cohort graduation rate for Pinellas County quickly grew from 78.3% in 2014-15 to 86.0% in 2017-18.

Over 240,000 residents in Pinellas County have a bachelor's degree or higher. Of those individuals, the most common field of bachelor's degrees by first major includes science & engineering, business and education. The below list includes colleges and universities in Pinellas County.

- University of South Florida
- St. Petersburg College
- Nova Southeastern University's Tampa Bay Regional Campus
- Eckerd College
- Stetson University College of Law
- University of Tampa
- Saint Leo University
- Pinellas Technical College

Major Employers

There were nearly 325,000 full-time employed individuals above the age of 16 in Pinellas County in 2019. The most common industries included health care and social assistance (55,145), retail trade (36,901) and professional, scientific and technical services (35,055).

Table 3.4.1 below provides an overview of some of the top employers in the county.

Table 3.4.1

Employers	City	NAICS Description	Local Employees
Publix Super Markets Inc.	Clearwater/St Petersburg	Retail	10,000+
BayCare Health System	Clearwater/St Petersburg	Healthcare	10,000+
Raymond James	St Petersburg	Investment	4,000+
Home Shopping Network	St Petersburg	Electronic Shopping	2,000+
Tech Data Corp	Largo	Computer & Peripheral Whlsrs	2,000+
Spectrum	St Petersburg	Cable Subscription Programming	2,000+
Fidelity Information Services	St Petersburg	Financial Transaction Processing	1,500+
The Nielsen Company	Oldsmar	Marketing Research/Opinion Polling	1,500+
Jabil Circuit	St Petersburg	Search Detection/Navigation Instruments	1,500+
Valpak	St Petersburg	Direct Mail Advertising	1,500+
Superior Uniform Group	Seminole	Manufacturing	1,000+
Duke Energy Florida	St Petersburg	Electric Power Distribution	1,000+
Ceridian Benefits Services	St Petersburg	Pension Funds	1,000+
SKUlocal	St Petersburg	Marketing Consulting Services	1,000+
Franklin Templeton Investments	St Petersburg	Investment Advice	501-1,000
Transamerica Life Insurance	St Petersburg	Direct Life Insurance	501-1,000
Raytheon Co	Seminole	Engineering Services	501-1,000

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Employers	City	NAICS Description	Local Employees
ConMed Linvatec	Largo	Medical Instrument Mfg	501-1,000
PSCU	St Petersburg	Financial Transactions Processing	501-1,000
Times Publishing Company	St Petersburg	Newspaper Publishers	501-1,000
Power Design	St Petersburg	Non-residential electrical contractors	501-1,000
Baxter Healthcare Manufacturing	Largo	Medical Equipment Wholesalers	501-1,000
Bankers Surety Service	St Petersburg	Insurance Agencies/Brokerages	501-1,000
Catalent Pharma Solutions	St Petersburg	Pharmaceutical Preparation Mfg	501-1,000
United Healthcare Services	Oldsmar	Direct Health/Medical Insurance	501-1,000
Compulink	St Petersburg	Electronic Computer Mfg	501-1,000
Lockheed Martin	Oldsmar	Electronic Computer Mfg	501-1,000
America II Electronics	St Petersburg	Electronic Stores	501-1,000
Johnson Controls	Largo	Electrical Apparatus Equip Whlsrs	300-500
Vology	Largo	Custom Computer Programming Services	300-500
Nationwide Title Clearing	Palm Harbor	Title Abstract and Settlement	300-500
Parc Center Industries	St Petersburg	Manufacturing	300-500
ComDesign	St Petersburg	Computer/Office Machine Maint	300-500
Accenture	St Petersburg	Process, Distr/Logistics Consulting	300-500
Catalina Marketing Corp	St Petersburg	Marketing Consulting Services	300-500
Intrepid Powerboats	Pinellas Park	Boat Building	300-500
West Pharmaceutical	St Petersburg	Rubber Product Mfg	300-500
Agora Leather Products	St Petersburg	Leather Good/Product Mfg	300-500
Wendover Art Group	Largo	Art Dealers	300-500
Kane's Furniture	Pinellas Park	Corporate/Regional Managing Offices	300-500
American Strategic Insurance	St Petersburg	Direct Property/Casualty Insurance	300-500

3.5 Key Statistics

The following provides a brief overview of some of the main sources of impressions for the city of Clearwater.

- Populations:
  - Clearwater, FL: 116,938
  - Pinellas County: 959,107
- City of Clearwater Tourism:
  - 2017: 1,238,000
  - 2018: 1,266,500
  - 2019: 1,272,400
  - 2020: 975,000
  - 2021: 1,475,800
- The Sound:
  - Projected Events: 200
  - Seating: 4,000
  - Capacity: 9,000
- Social Media Followers:
  - Facebook: 25,000
  - Twitter: 21,800
  - Instagram: 13,000
- Website Analytics 2021:

    - City of Clearwater Website: 2,264,837
    - Imagine Clearwater Website: 17,408
- Average Annual Daily Traffic (AADT) Counts:
    - Drew Street: 13,500
    - N Fort Harrison Avenue: 16,500
    - Memorial Causeway: 38,500
    - Cleveland Street: 2,300
- City Nextdoor:
    - Members: 34,786
    - Claimed Households: 25,509
    - Neighborhoods: 152
- Imagine Clearwater Earned Media Reach (Calculated and provided by the City)
    - Broadcast: 476,325
    - Social & Blog: 727,834
    - Online News Articles: 570,823,993
- Other:
    - Clearwater Pier Annual Visitors: 250,000
    - City of Clearwater Library System Visits: 625,411

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4 Site Overview

4.1 Introduction

This Section of the Asset Inventory & Valuation Report provides a summary of Imagine Clearwater and sites considered by this study for Naming Rights and corporate partnerships.

4.2 Imagine Clearwater

Imagine Clearwater is a multi-million-dollar master plan that seeks to revitalize underdeveloped areas of downtown Clearwater. This plan was unanimously supported by Clearwater City Council and won a vast majority of the public votes. The City of Clearwater and the Clearwater Redevelopment Agency ("CRA") jointly set out an RFP for three waterfront sites in Downtown Clearwater, highlighted in Figure 4.2.1 below. These parcels were selected for several reasons including its location and views of the waterfront as well as the connectivity to Downtown through Cleveland Street.

In July 2021, the City of Clearwater approved the $84 million Imagine Clearwater Development Plan to transform Coachman Park, which is located along the water and is in close proximity to the Clearwater Main Library on N. Osceola Avenue. Part of the City's downtown, Imagine Clearwater will attract residents and tourists to an underutilized part of Clearwater.

Skanska Inc. was unanimously approved for construction of the 22-acre project.

Figure 4.2.1 – Clearwater Waterfront Sites



4.3 The Sound

As a part of Imagine Clearwater, and the main facility of the development, the City is constructing a new 4,000-seat covered amphitheater (The Sound) at Coachman Park, which will have a total capacity for 9,000 attendees. The City selected Ruth Eckerd Hall to manage the amphitheater. The Sound is expected to host between 200 events annually, including conservatively 50 ticketed events each year. According to the City, the Ruth Eckerd Hall will work independently to book talent, produce and market events, staff the venue and provide concessions, security and vendors.

Figure 4.3.1 below showcases the construction on May 10th, 2022, approximately a year out from completion. While Superlative was on site in April 2022, Skanska had most recently finished approximately 65,000 cubic yards of dirt to the parcel to get the needed elevation on site. Additionally, to mitigate flood risk and the impacts of sea level rise,

Skanska set 120 tons of steel sheet to exceed Federal Emergency Management Agency (FEMA) flood hazard and risk areas requirements. Figure 4.3.2 on the following page highlights this support mechanism.

In addition to concerts, The Sound has plans to also be used for farmers markets, graduations, art festivals and other events.

Figure 4.3.1 – The Sound Construction 5-10-2022



Figure 4.3.2 – The Sound Cold-Formed Sheet Piles



4.4 Images and Renderings

The following section provides visual representations and photographs of Imagine Clearwater facilities.

Figure 4.4.1 – Imagine Clearwater Aerial



Figure 4.4.2 – The Sound



Figure 4.4.3 – Imagine Clearwater Playground



Figure 4.4.4 – Imagine Clearwater Gateway



Figure 4.4.5 – Imagine Clearwater Dockmaster



Figure 4.4.6 – Imagine Clearwater Upper Plaza



Figure 4.4.7 – Imagine Clearwater Coachman Gardens



Figure 4.4.8 – Imagine Clearwater Shade Structure



5 Asset Database

5.1 Introduction

This section of the report provides an overview of the Asset Database, which identifies and values the Naming Rights opportunities available to the City. Superlative studied numerous sources provided by City personnel, obtained through original research and referenced from Superlative's proprietary database in order to determine a baseline level of total impressions that Naming Rights and corporate partners could receive. Superlative made prudent assumptions as to the number and frequency of rotations of signage inventory. Superlative also takes the following factors into account when determining the appropriate amount of impressions a piece of signage or collateral would receive:

Valuation Factors

- Sign Size – has a direct impact on visibility. Within a given market, advertising space carries a different value depending upon the number of impressions, which are used to calculate advertising rates. An impression indicates the number of times an advertisement is seen by pedestrians, motorists and transit riders.
- Location – Rates are higher in high demand areas. Billboards in New York City will carry some of the highest rates in the nation. Location also dictates the demographics of the audience. Airport advertising rates are high due to the premium demographics of air travelers.
- Rotation – In the case of digital advertising inventory, rates are based on the length of each advertisement. Rotations can range from 8 seconds to 30 seconds (depending on average wait time in a given location) with OOH advertising agencies aiming to maximize the number of advertisers on each digital ad board.
- Demand – Premium units and high-traffic billboards may have a long list of advertisers waiting to display their message. The proximity of certain ads to ports, airports, shopping centers and other attractions also increases demand and price. Further, other events and timing make outdoor inventory more "precious" and can impact rates, such as large sporting events or beach adjacent inventory in the summer months.
- Population – Audience size will influence signage cost.

Superlative then applies modified CPM rates to each sponsorship asset and weighs them against external benchmarks for prices paid for similar assets in order to determine its reasonable saleable value.

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5.2 The Sound

Superlative has valued the Naming Rights package to The Sound based on an assumed 200 annual hosted events. Of those events, Superlative assumed 50 ticketed events of the total, respectively. The remaining events are assumed to be public, non-ticketed events. Superlative assumed 85 percent capacity for all ticketed events and 20 percent capacity for all public events. Other assumptions are identified in the following sections.

Table 5.2.1 The Sound Naming Rights Entitlements

Asset	The Sound
Asset Description	Naming Rights
Partnership Benefits	Sponsor Signage Exposure • Sponsor ID on Directional Signage (off premise); vehicular and pedestrian signs • Sponsor ID on Coachman Park Entrance Sign • Sponsor ID on Main Entrance Identity Signage • Sponsor ID on Main Identity Signage; near stage • Sponsor ID on Box Office/Customer Support Area • Sponsor ID on Wayfinding Signs (on premise) • Sponsor ID on Staff Uniforms Digital • Sponsor Recognition on City of Clearwater and My Clearwater Websites; multiple locations • Sponsor Recognition on Imagine Clearwater Emails • Sponsor Inclusion in City of Clearwater Social Media Posts; 12 posts per year Additional Marketing Materials • Sponsor ID on Tickets Paid Media/Advertising • Sponsor ID in Media Buys Promotional/Other Considerations • Naming Rights Hospitality Package (e.g., luxury suites, promotional tickets, preferred parking) • Opportunity for Sponsor to Activate at Amphitheater
Term of Sponsorship	Proposed Term of this opportunity will be a minimum of 25 years. The draft agreement should include a CPI escalator.

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The Sound Fair Market Valuation

The below table includes the rights and benefits considered by Superlative for Naming Rights to The Sound.

Table 5.2.3 The Sound - Fair Market Value

Sponsor Signage Exposure	Weighted Impressions	Annual Benefit
Sponsor ID on Directional Signage (off premise); vehicular and pedestrian signs	17,706,448	$86,230
Sponsor ID on Coachman Park Entrance Sign	2,916,995	$35,004
Sponsor ID on Main Entrance Identity Signage	2,333,596	$46,672
Sponsor ID on Main Identity Signage; near stage	1,160,000	$23,200
Sponsor ID on Box Office/Customer Support Area	2,041,896	$16,335
Sponsor ID on Wayfinding Signs (on premise)	8,750,984	$42,617
Sponsor ID on Staff Uniforms	1,531,422	$7,458

Digital	Weighted Impressions	Annual Benefit
Sponsor Recognition on City of Clearwater Website; multiple locations	3,788,527	$13,639
Sponsor Recognition on Imagine Clearwater Emails	680,000	$3,400
Sponsor Inclusion in City of Clearwater Social Media Posts; 12 posts per year	672,192	$3,962

Additional Marketing Materials	Weighted Impressions	Annual Benefit
Sponsor ID on Tickets	680,000	$34,000

Paid Media/Advertising	Weighted Impressions	Annual Benefit
Sponsor ID in Media Buys	-	$112,500

Promotional/Other Considerations	Weighted Impressions	Annual Benefit
Naming Rights Hospitality Package (e.g., luxury suites, promotional tickets, preferred parking)	-	$20,000
Opportunity for Sponsor to Activate at Amphitheater	-	$30,000

TOTAL	**42,262,060**	**$475,018**

Naming Rights Revenue Potential

The Superlative Group determined the Fair Market Value for Naming Rights to The Sound at $475,000 per annum. Always recommending the inclusion of an annual CPI escalator of 3%, Naming Rights should generate $17.3 million over a 25-year term.

Amphitheater Benchmarks

Table 5.2.4 provides details for Naming Rights agreements with amphitheaters in the U.S., compiled from Superlative's proprietary database of sponsorship agreements referenced by the project team in determining a Fair Market Value for Naming Rights to The Sound. The table below indicates that music venues are attractive and high-demand properties, but financial terms of these relationships are not typically disclosed.

Table 5.2.4 Amphitheater Benchmarks

Facility	City	Sponsor	Term (years)	Total Fee	Total Annual Fee	Capacity
DTE Energy Music Theatre	Clarkston, MI	DTE Energy	10	$10,000,000	$1,000,000	15,040
Susquehanna Bank Center	Camden, NJ	Susquehanna Bank	15	$10,000,000	$666,667	25,000
Stuart & Mimi Rose Music Center at the Heights	Huber Heights, OH	Stuart & Mimi Rose	20	$4,000,000	$200,000	4,200
Blue Hills Bank Pavilion	Boston, MA	Blue Hills Bank	10	$3,000,000	$300,000	5,000
Charter One Pavilion	Chicago, IL	Charter One Financial	5	$2,500,000	$500,000	8,166
1-800-ASK-Gary Amphitheatre[1]	Tampa, FL	1-800-Ask-Gary	3	$1,125,000	$375,000	20,000
Red Hat Amphitheatre	Raleigh, NC	Red Hat Software	5	$1,117,500	$223,500	5,990
Michigan Lottery Amphitheatre at Freedom Hill	Sterling Heights, MI	Michigan Lottery	3	$900,000	$300,000	7,200
ExpressLive!	Columbus, OH	Express	10			
Xfinity Center	Mansfield, MA	Comcast	10			
Toyota Music Center	Irving, TX	Toyota USA	10			
PNC Bank Music Pavilion	Charlotte, NC	PNC Bank				
Huntington Bank Pavilion at Northerly Isle	Chicago, IL	Huntington Bank				
Hollywood Casino Amphitheater	Tinley Park, IL	Hollywood Casino				
Providence Medical Center Amphitheatre	Bonner Springs, KS	Providence Medical Center				
PNC Bank Arts Center	Holmdel Twsp; NJ	PNC Bank				
Ak-Chin Pavilion	Phoenix, AZ	Ak-Chin Indian Community				
Key Bank Pavilion	Burgettstown, PA	Key Bank				
Sleep Train Amphitheatre	Wheatland, CA	Sleep Train				
Sleep Train Pavilion	Concord, CA	Sleep Train				
Verizon Wireless Amphitheatre	Maryland Heights, MO	Verizon Wireless				
Molson Canadian Amphitheatre	Toronto, CAN	Molson Coors				
Farm Bureau Live at Virginia Beach	Virginia Beach, VA	Virginia Farm Bureau Insurance				
Jiffy Lube Live	Bristow, VA	Jiffy Lube				
Cruzan Amphitheatre	West Palm Beach, FL	Cruzan Rum				
Hartford HealthCare Amphitheater	Hartford, CT	Hartford HealthCare				
Average			8	$4,080,313	$510,039	

[1] Now the MidFlorida Credit Union Amphitheatre.

5.3 Qualitative Benefits

Qualitative benefits add value to a Naming Rights partnership but fall outside traditional media platforms and are often difficult to quantify. The qualitative benefits represent the premium value a partnership demands over alternative marketing investments. Qualitative benefits are classified into five broad categories as identified in Table 5.3.1.

Table 5.3.1 City of Clearwater Qualitative Benefits

Intangible Benefit	Scorecard (1 – 10)
Prestige of Property	10
Value of Audience	10
Partnership Activation	8
Partnership Protection	10
Geographic Reach	7.5
Total Score	45.5/50

Prestige of Property (10/10)

Imagine Clearwater is expected to attract a significant number of visitors to Coachman Park annually. A perfect 10/10 has been assigned to the property as event bookings with major acts are being solidified by the operator of the amphitheater. This is also only one of three venues in North America with the ability to open up the back of the stage to the waterfront.

Value of Audience (10/10)

Overall, Florida is one of the fastest growing states in the country. This has raised the cost of housing across the state to account for the high demand. The City of Clearwater's housing is significantly higher than the state's average, making the value of the audience high. The City also hosted nearly 1.5 million visitors in 2021. These visitors have discretionary income to spend, making them an attractive audience for a Sponsor to engage with. This leads to a score of 10/10 for audience value.

Partnership Activation (8/10)

Once the Imagine Clearwater project is complete, a Sponsor could engage with large audiences with high foot traffic at both Coachman Park and the beaches at Clearwater Beach. The City also hosts events throughout the year including the Clearwater Beach Cleanup Series. Other events, such as the Pier 60 Sugar Sand Festival and Philadelphia Phillies spring training are other events that attract a large gathering but are not managed by the City. This gives partnership activation a score of 8/10.

Partnership Protection (10/10)

The City sponsors would receive exclusivity in their respective industry categories, which would prevent any competitors from receiving benefits or exposure through City facilities and events. Superlative has scored partnership protection a perfect 10/10.

Geographic Reach (7.5/10)

The chief criterion for a perfect score with regard to geographic reach of the partnership is the size of the primary and secondary marketing area within which a sponsor can promote its affiliation with a property. The City and Imagine Clearwater, by design, promotes its affiliation within a single market (Tampa, FL DMA). Because the City hosted nearly 1.5 million tourists in 2021, Superlative added one-half of a point to the score. This leads to a score of 7.5/10; only global events such as the Olympics can achieve a true 10/10 score.

A Documents Provided by City of Clearwater

18-22 Venue Management Operator

2019 Annual Visitor Profile

Amendment to Non-Alcoholic Beverage Agreement

City of Clearwater 3 Year Volume

Clearwater Fall Season 17-21

Clearwater Spring and Summer Season 17-21

Clearwater Winter Season 17-21

Exclusive Non-Alcoholic Beverage Vending Agreement

FY21 Spend by Vendor

Imagine Clearwater Inventory

Imagine Clearwater Media

Imagine Clearwater Online News Article

Non-Alcoholic Beverage Agreement

OVG360 VSG Presentation for RFQ18-22

OVG360 VSG Response to RFQ18-22 New Coachman Park Amphitheater

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CLEARWATER
Naming Rights Proposal

City of Clearwater
Overview

Incorporated in 1915

Its name is a literal translation from the Native word, “Pocotopaug”, because of its abundant fresh springs along the shore.

Clearwater is the county seat of Pinellas County, situated on the Gulf of Mexico and approximately 20 miles from Tampa, FL.

Total population of 116,938 residents.

Attracts approximately one million visitors annually.

Recently invested in a redevelopment project, Imagine Clearwater Master Plan, aiming to revitalize the underdeveloped areas of Downtown Clearwater.

City of Clearwater
Imagine Clearwater Plan

A multi-million-dollar master plan that seeks to revitalize and redevelop areas of Downtown Clearwater and its waterfront.

An approximated two-year construction process that will expand the City's parks and recreational services at Coachman Park.

The 22-acre project was selected for its location and views of the waterfront as well as the connectivity to Downtown through Cleveland Street.



City of Clearwater
Imagine Clearwater Plan







The redevelopment of Coachman Park will include:

- New 4,000-seat covered amphitheater with a total capacity of 9,000 people
- Gateway Plaza
- Upper Plaza
- Bluff Walk Connecting the Park to Downtown
- Public Art Spaces
- Pedestrian Promenade Overlooking the Intercoastal Waterway
- Marina Amenity Building
- Dockmaster
- Gardens
- 320 Ft. Scenic Lake Overlook
- Solar-Powered, Rentable Pavilions
- Picnic Areas
- Pirate Themed Playground Area with a Splash Pad
- Shaded Structures Throughout the Park



The Sound
Naming Rights Opportunity

The Sound
Overview

Located at Coachman Park, A new 4,000-seat covered amphitheater with a total capacity for 9,000 attendees.

Broke ground in May of 2022 with the scheduled Grand Opening in 40 days.

Expected to host:

- 200 Annual Events, Including up to 50 Ticketed Events such as Touring Concerts
- Farmers Markets
- Graduations
- Art Festivals
- And Other Events



The Sound
Events & Programming













The Amphitheater has begun booking events for 2023, including:

- Coachman Park Grand Opening Celebration – 7 Days of Events including Cheap Trick
- Colbie Caillat & Gavin DeGraw
- Dave Koz & Friends Summer Hours with Candy Dulfer & Eric Darius
- Peter Frampton
- Sad Summer Festival 2023
- Gutfeld Live with Special Guest Tom Shillue
- Michael Franti & Spearhead
- Goo Goo Dolls with Special Guest O.A.R.
- John Fogerty
- Billy Currington with Special Guest Jessie James Decker
- Kenny Loggins with Special Guest Pablo Cruise
- Hooters 40th Anniversary Benefit Concert
- Ringo Starr
- And more!

The BayCare Sound
Main Façade Signage



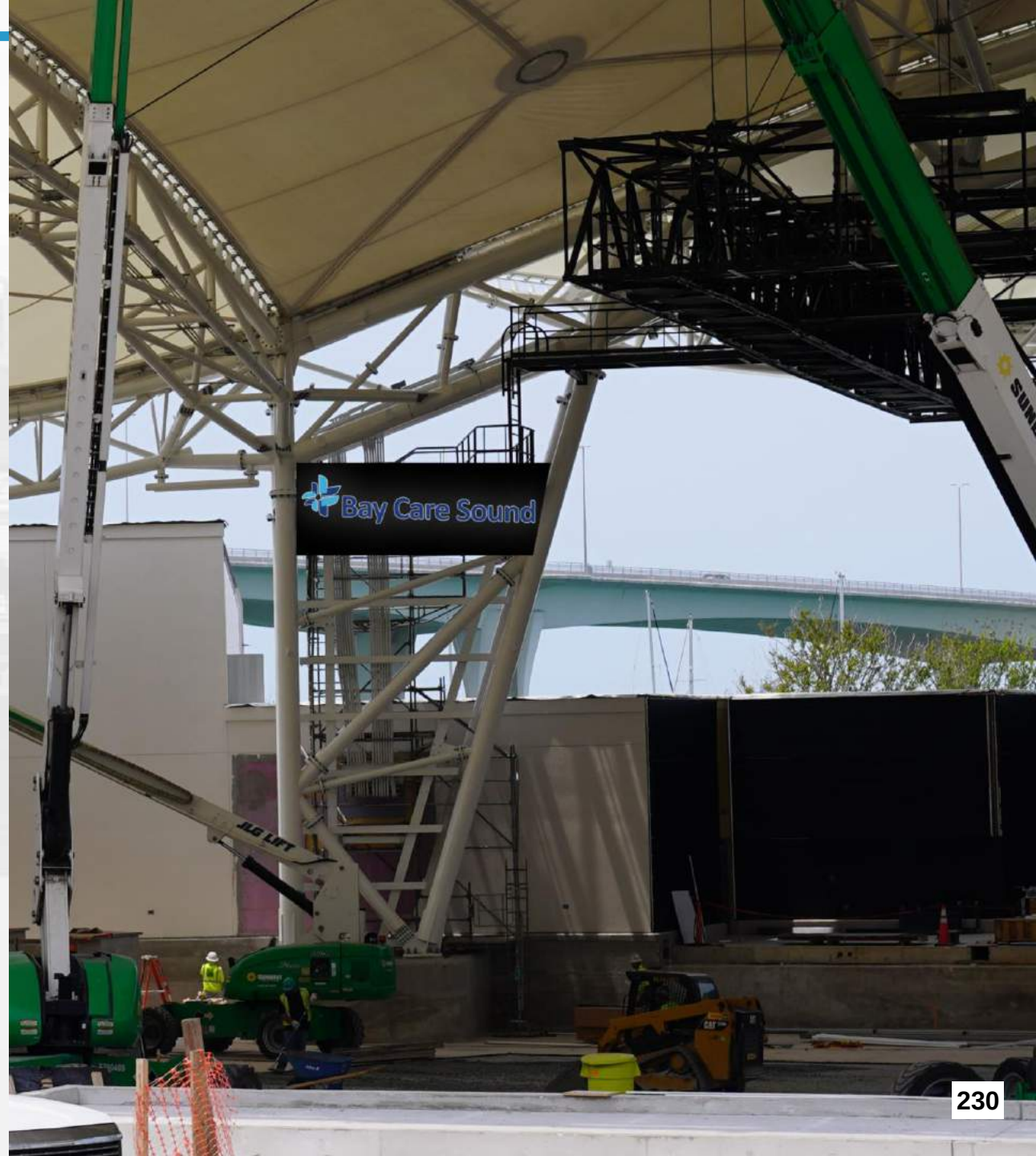
The BayCare Sound
Main Façade Signage



The BayCare Sound
Stage Signage Above Digital Screen

Stage digital screen will be installed in the future.

The City of Clearwater plans to install the screens in 2024, one year after the grand opening.





Park-Facing View of the BayCare Sound

BayCare will be granted the opportunity to have pole banners throughout downtown approaching the BayCare Sound and in Coachman Park.

BayCare ID will be placed on the side of the Sound as shown on the following slide; visible to all pedestrians and traffic utilizing the park, bridge, and water transportation.

The BayCare Sound
Park-Facing Signage



The BayCare Sound

Park-Facing Above Concession Stand Signage



The BayCare Sound

Park-Facing Above Concession Stand Signage

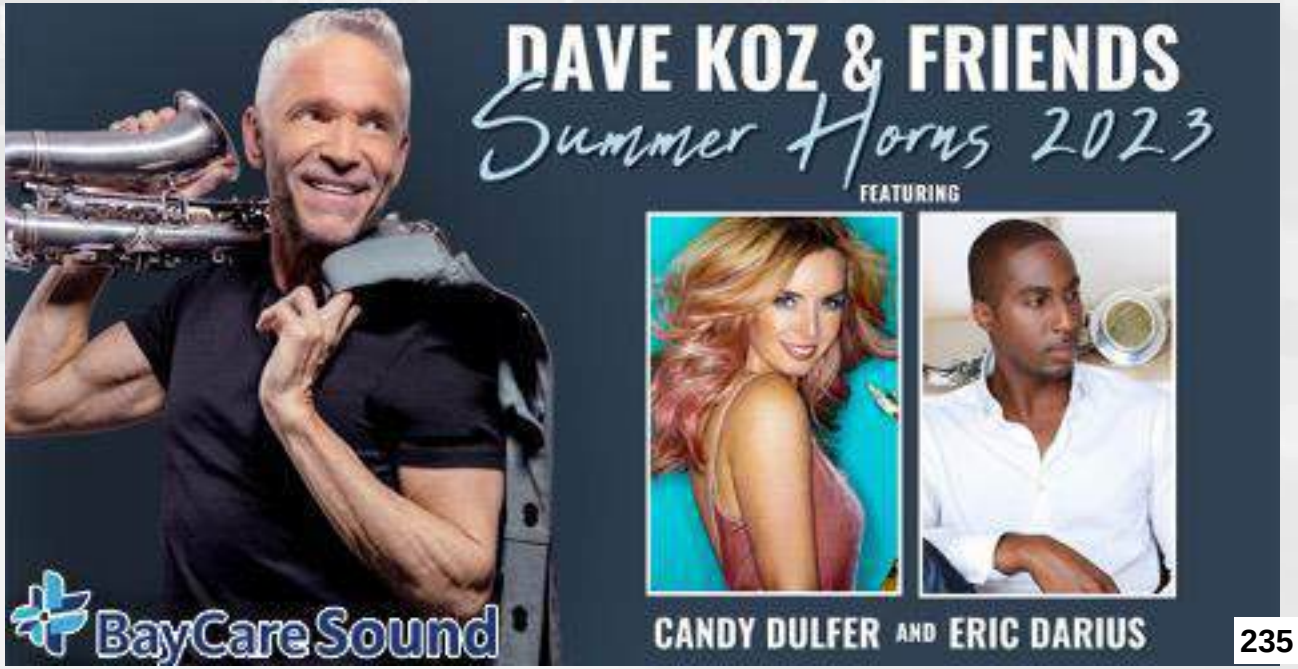


The BayCare Sound
Paid Media



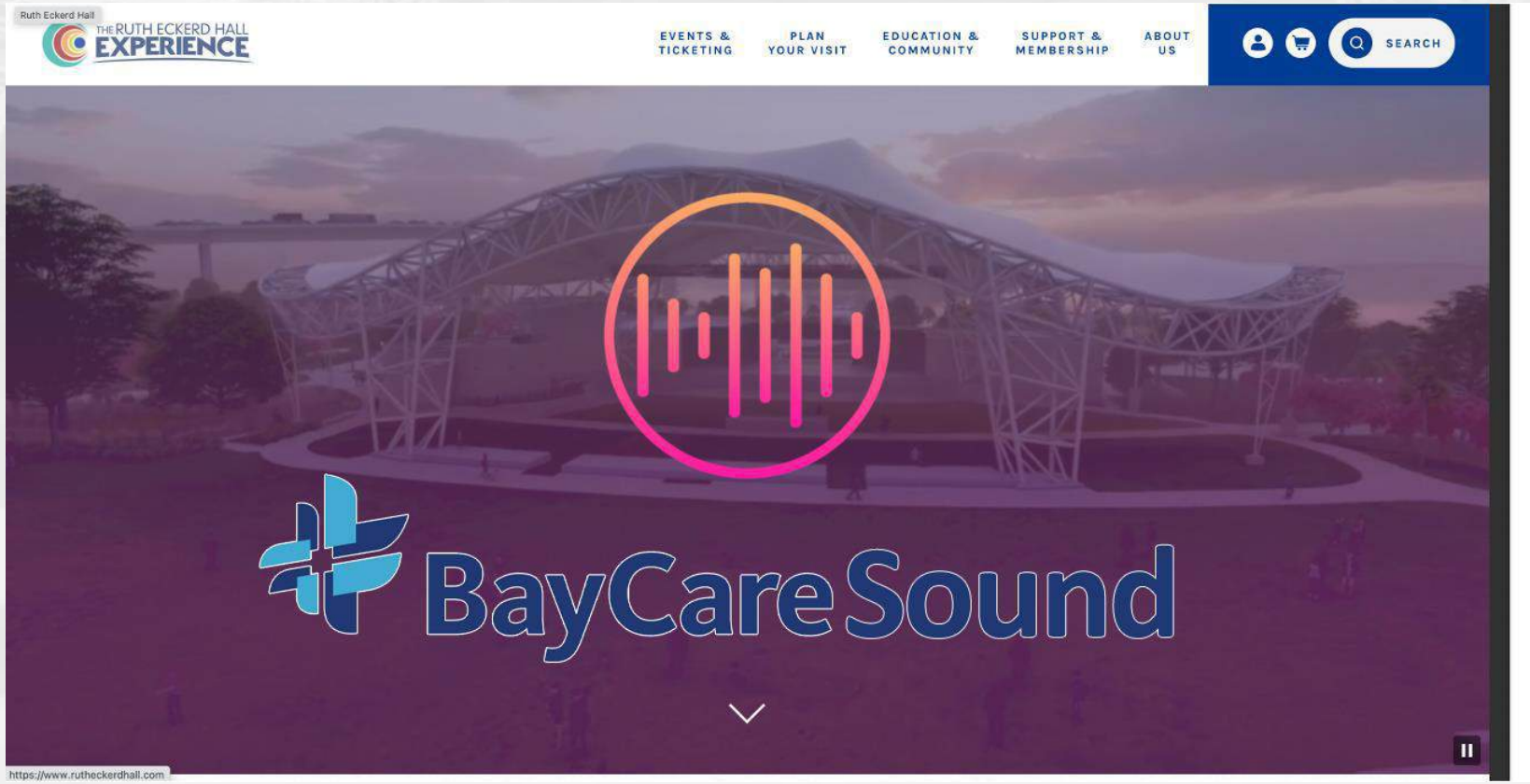






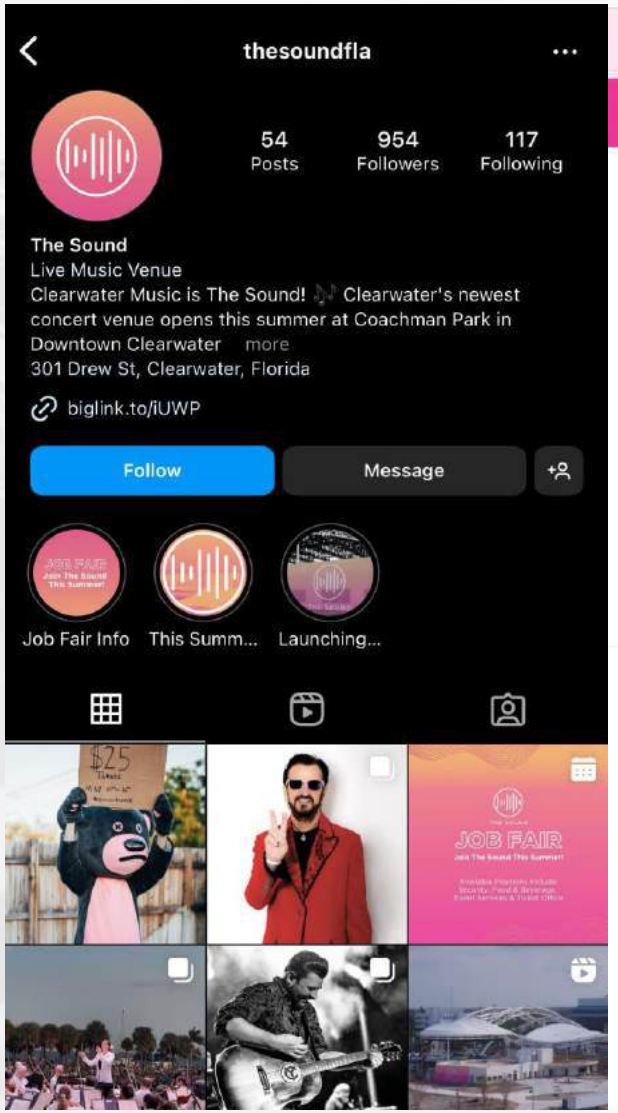
The BayCare Sound

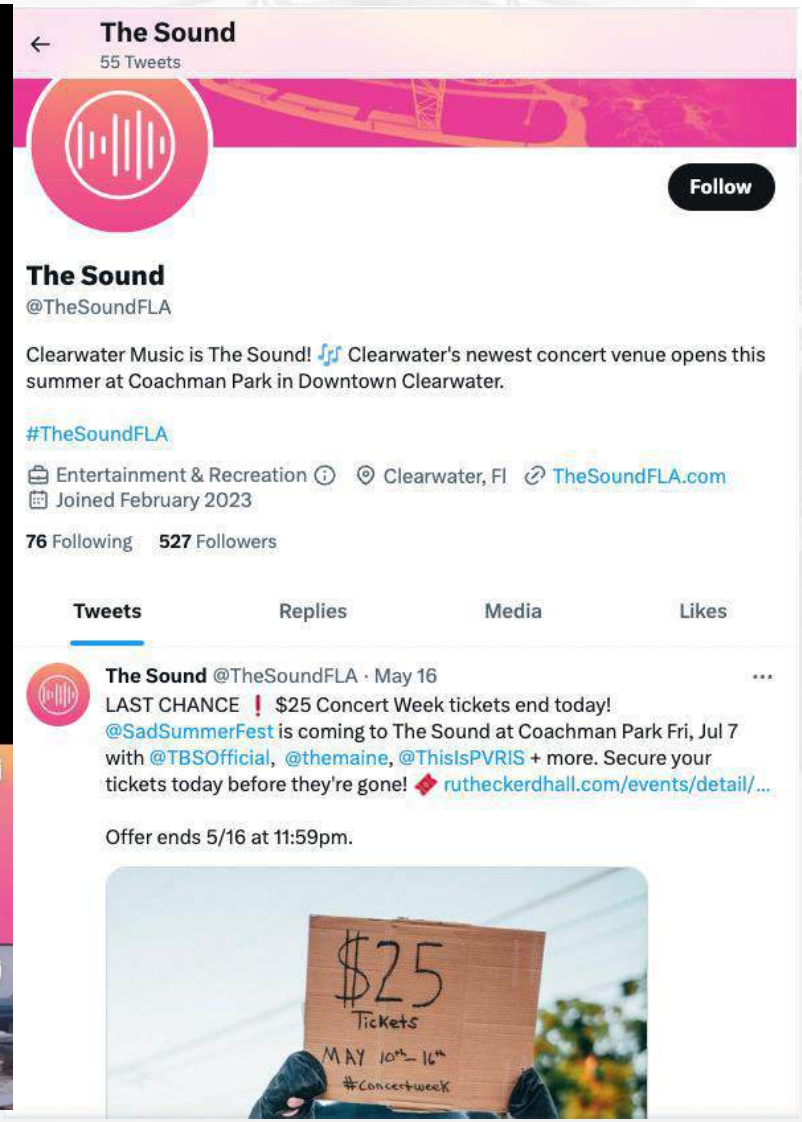
Paid Media

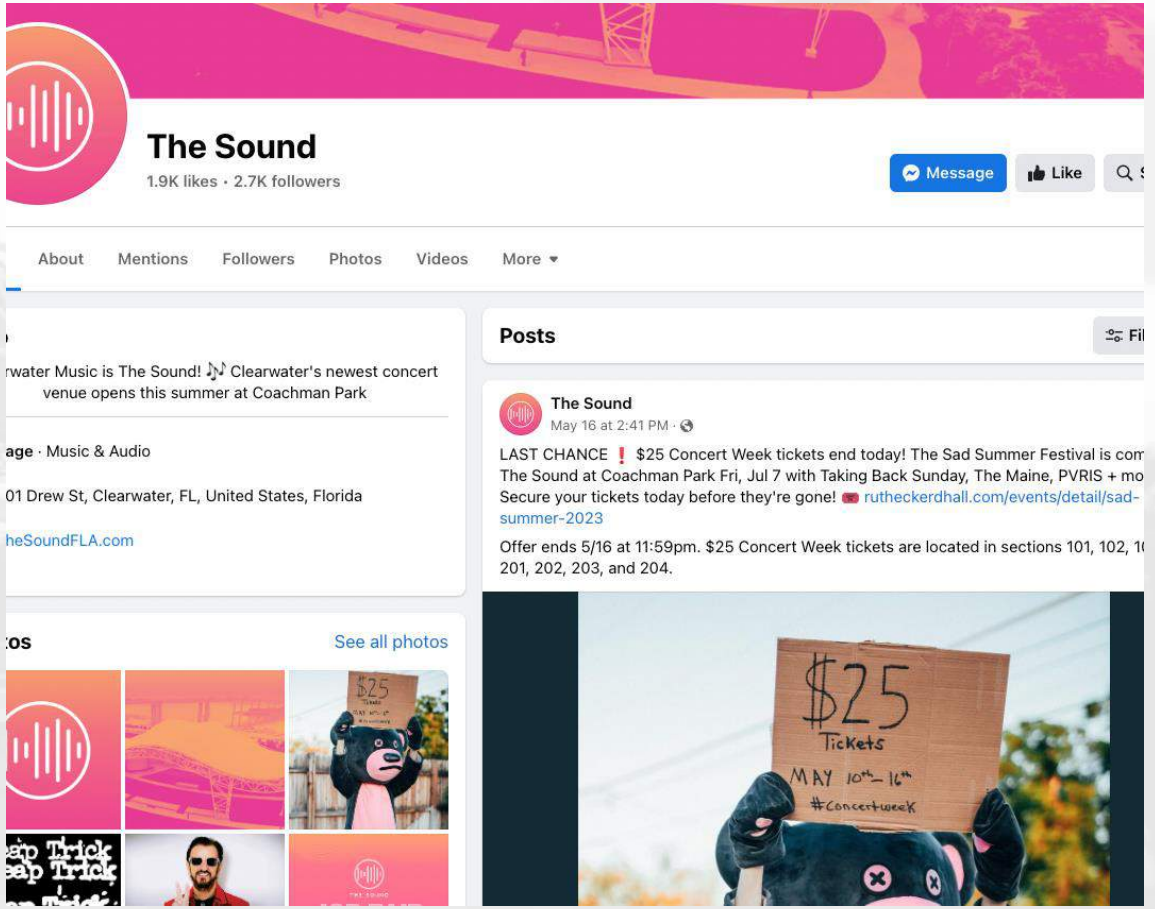




The BayCare Sound
Social Media







Thank You

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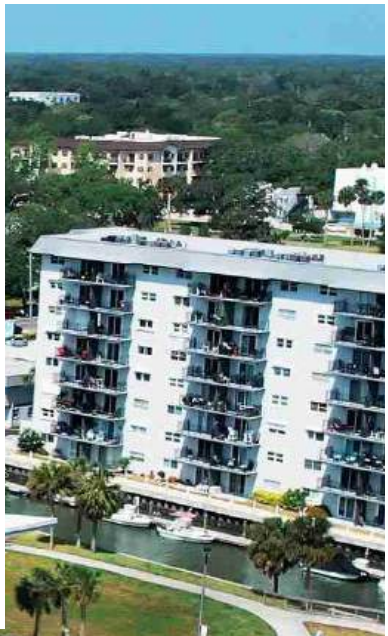
Sgallagher@Superlativegroup.com
O: (216)-592-9400

Superlative

WE LOOK FORWARD TO **OUR PARTNERSHIP**



CONTACT INFO

2843 Franklin Blvd.
Cleveland, OH 44113
United States

E : canter@superlativegroup.com
W : www.superlativegroup.com
O : 216.592.9400





LEADING THE WAY

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: City of Clearwater, FL Coachman Park Naming Rights				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: 706 N. Missouri Ave., Clearwater, FL 33755				
Contracting Agency/Client: City of Clearwater, FL				
Contact Name and Phone #: Kris Koch, 727-562-4805				
Contact Email Address and Fax #: kris.koch@myclearwater.com				
Contract Amount: Phase I: $60,000; Phase II: $7,500/month and varable sales commission	Start Date: Mach 2022		End Date: August 2024	
Project #2:				
Project Name: Miami-Dade County FL - Countywide Naming Rights and Sponsorship Valuation & Sales				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: 111 Northeast 1st St., Miami, FL 33128				
Contracting Agency/Client: Miami Dade County, FL				
Contact Name and Phone #: Doris MacPherson; 305-375-3520				
Contact Email Address and Fax #: doris.macpherson@miamidade.gov				
Contract Amount: Phase I: $250,000; Phase II: variable comissions	Start Date:	2016	End Date:	Oct. 2024
Project #3:				
Project Name: City of Spokane - US Pavilion & Riverfront				
Type of Project/Service: Naming Rights & Sponsorship Consulting & Sales				
Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201				
Contracting Agency/Client: City of Spokane, WA				
Contact Name and Phone #: Amy Lindsey; 509-209-6956				
Contact Email Address and Fax #: alindsey@spokanecity.org				
Contract Amount: Phase II: $5,000/month and 17% sales commission	Start Date:	2024	End Date:	November 2025

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Orlando Ice Den Naming Rights				
Type of Project/Service: Naming Rights & Sponsorship Consulting & Sales				
Address: 8701 Maitland Summit Blvd., Orlando, FL 32810				
Contracting Agency/Client: Orlando Ice Den				
Contact Name and Phone #: Jason Leisten; 407-916-2418				
Contact Email Address and Fax #: jason.leisten@orlandoiceden.com				
Contract Amount: 10% commission	Start Date: 2024		End Date: Ongoing	
Project #2:				
Project Name: City of Santa Monica, CA - Bikeshare Program & Out-of-Home Adveritisng Kiosk Program				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: 1685 Main St., Santa Monica, CA				
Contracting Agency/Client: City of Santa Monica, CA				
Contact Name and Phone #: Melissa Spagnuolo; 310-570-5391				
Contact Email Address and Fax #: melissa.spagnuolo@santamonica.gov				
Contract Amount: Phase I: Valuation fees; Phase II: $5,000/ month and variable sales commissions	Start Date:	April 2015 June 2025	End Date:	November 2023 Present
Project #3:				
Project Name: City of Irvine, CA - The Great Park				
Type of Project/Service: Naming Rights & Sponsorship Asset Inventory, Consulting, Valuation & Sales				
Address: One Civic Center Plaza, Irvine, CA 92606				
Contracting Agency/Client: City of Irvine, CA				
Contact Name and Phone #: Corey Lakin; 949-724-6790				
Contact Email Address and Fax #: clakin@cityofirvine.org				
Contract Amount: Phase I: $90,000; Phase II: $10,000/month and 10%	Start Date:	2018	End Date:	2022

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 16-25-LS: CITYWIDE NAMING RIGHTS AND SPONSORSHIP, REBID

Reference Questionnaire for: The Superlative Group, Inc.

Name and title of Individual completing this form: Melissa Spagnuolo, Community Partnerships Manager

Name of Organization: City of Santa Monica, CA

Telephone Number: 310-570-5391 Email Address: melissa.spagnuolo@santamonica.gov

Dates of services received: April 2015 - November 2023; June 2025 - Present

Description of services provided by the above-mentioned firm to your organization: The Superlative Group was first engaged by the City of Santa Monica to secure a sponsor for its inaugural bike-share ptogram, and successfully landed a multimillion dollar deal with Hulu. They later conducted a valuation study and advised on Santa Monica's first digital kiosk advertising program, informing the RFP that resulted in an out-of-home advertising partnership that guarantees the City $5 million annually. Superlative is currently under contract advising the city's Community Development department.

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Please rate your satisfaction with the communication from the vendor.	5
2	Please rate the level of responsiveness and timeliness of response of the vendor to questions or inquiries you had.	5
3	Please rate the quality of work and product received from the vendor.	5
4	Please rate your overall satisfaction with the vendor prioritizing the goals/initiative you wanted achieved.	5
5	Please rate your level of overall satisfaction with the vendor at the completion of your project.	5

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

The Superlative Group has demonstrated exceptional responsiveness and professionalism as advisors to me on several projects at the City of Santa Monica.Their work is consistently high quality, and they reliably meet deadlines. They have been excellent partners to work with.

Please email this completed survey to: purchasing@cityofnsb.com prior to 5:00 PM on August 25, 2025

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 16-25-LS: CITYWIDE NAMING RIGHTS AND SPONSORSHIP, REBID

Reference Questionnaire for: ____The Superlative Group_____

Name and title of Individual completing this form: Doris MacPherson, Rev Dev Coordinator

Name of Organization: ___Miami-Dade County (government)

Telephone Number: _____305-375-3520

Email Address: Doris.Macpherson@miamidade.gov

Dates of services received: 2016 - present

Description of services provided by the above-mentioned firm to your organization: _____Consultant/broker services for our Marketing Partnerships Program

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Please rate your satisfaction with the communication from the vendor.	5
2	Please rate the level of responsiveness and timeliness of response of the vendor to questions or inquiries you had.	5
3	Please rate the quality of work and product received from the vendor.	4
4	Please rate your overall satisfaction with the vendor prioritizing the goals/initiative you wanted achieved.	4
5	Please rate your level of overall satisfaction with the vendor at the completion of your project.	4

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com prior to 5:00 PM on August 25, 2025

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 16-25-LS: CITYWIDE NAMING RIGHTS AND SPONSORSHIP, REBID

Reference Questionnaire for: Superlative Group

Name and title of Individual completing this form: Kris Koch - Parks and Recreation Sr. Division Manager

Name of Organization: City of Clearwater

Telephone Number: 727-444-8321 Email Address: kris.koch@myclearwater.com

Dates of services received: 2023-2025

Description of services provided by the above-mentioned firm to your organization: valuation, recruitment, contracts

Superlative worked specifically on naming rights partners for Coachman Park and integrated outdoor venue

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Please rate your satisfaction with the communication from the vendor.	5
2	Please rate the level of responsiveness and timeliness of response of the vendor to questions or inquiries you had.	5
3	Please rate the quality of work and product received from the vendor.	5
4	Please rate your overall satisfaction with the vendor prioritizing the goals/initiative you wanted achieved.	4
5	Please rate your level of overall satisfaction with the vendor at the completion of your project.	5

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: ~~purchasing@cityofnsb.com~~ prior to 5:00 PM on August 25, 2025

The Superlative Group, Inc.
Citywide Naming Rights & Sponsorship, Rebid

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between **The Superlative Group, Inc.**, duly authorized to conduct business in the State of Florida and whose address is 2843 Franklin Blvd., Cleveland, Ohio, 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." For purposes of this Agreement, reference to the City shall also include its affiliate entities that will be entering into Sponsorship Agreements (as defined in **Exhibit A**) pursuant to this Agreement.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 16-25-LS, Citywide Naming Rights & Sponsorship, Rebid**, 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. 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 "Phase I Term" of this Agreement shall commence as of the date of execution of this Agreement and shall expire, unless extended or sooner terminated, upon Consultant's delivery of the final draft of the valuation report in relation to the Assets (as defined in **Exhibit A**, attached hereto and incorporated herein by reference) (the "Valuation Report"). The "Phase II Term" shall commence immediately upon the earlier of: (i) the conclusion of the Phase I Term; or (ii) the date on which the City provides Consultant with a notice to proceed to Phase II Services, and shall continue, unless extended or sooner terminated, for one (1) year. The parties agree that after the initial one (1) year Phase II Term, and upon consent of both parties, the Phase II Term of this Agreement may be automatically renewed administratively under the same terms and conditions for two (2) optional one (1) year periods. Individually or jointly, the Phase I Term and the Phase II Term shall be referred to herein as the "Term."

Consultant shall use commercially reasonable efforts to deliver the first draft of the Valuation Report to the City within three (3) months of the date of full execution of this Agreement, unless otherwise agreed to by the parties. The delivery of any draft of the Valuation Report shall not be unreasonably conditioned or delayed by the City. In the event that the City unreasonably conditions or delays the delivery of the first draft of the Valuation Report, the delivery period, as set forth in this Section 2, shall be extended for the period of time in which the first draft was conditioned or delayed by the City. Consultant shall initiate Phase II sales services upon commencement of the Phase II Term.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 16-25-LS, Citywide Naming

Rights & Sponsorship, Rebid, and in the Consultant's submitted Proposal. Furthermore, during the Term of this Agreement, Consultant shall serve as the exclusive sponsorship and naming rights representative of the City with respect to the valuation and sale of sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets (as defined in **Exhibit A**).

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 as follows:

A. Phase I Asset Valuation Services: a professional services fee in the amount of Sixty Thousand Dollars ($60,000) ("Professional Services Fee"). The Professional Services Fee shall be paid in two (2) installments. The first installment shall be paid to Consultant in the amount of Thirty Thousand Dollars ($30,000) upon execution of this Agreement. The second installment shall be paid to Consultant in the amount of Thirty Thousand Dollars ($30,000) upon delivery by Consultant of the first draft of the Valuation Report; and

B. Phase II Naming Rights and Sponsorship Sales Services:

    a. Seven Thousand Five Hundred Dollars ($7,500) per month for the Phase II Term ("Retainer") to be payable within the first five (5) days of each month immediately following the commencement of the Phase II Term; and

    b. Fifteen Percent (15%) commission on Sponsorship Income (as defined in **Exhibit A**).

C. In addition to the consideration set forth in Sections 4(A)-(B), the City shall reimburse Consultant for all pre-approved travel and expenses at cost.

SECTION 5. COLLECTION OF SPONSORSHIP INCOME. The City shall be soley responsible for and shall directly collect all Sponsorship Income. The City will remit any commission owed on Sponsorship Income to Consultant within thirty (30) days of receipt of Sponsorship Income. Any payments shall be made by check payable to "The Superlative Group, Inc." at the address set forth herein. At the time of payment to Consultant, the City shall supply

Consultant with a statement showing the identity of the entity that made payment, the date of receipt, and the calculation of commission payable to Consultant.

SECTION 6. COMPONENT PARTS OF THE CONTRACT. This Agreement 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 with Addendums
B. Award Bid Proposal with Fee Proposal

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

SECTION 7. 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 8. RIGHTS AT LAW RETAINED. The rights and remedies of the City and Consultant, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 9. 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, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

Kyle Canter, Chief Operating Officer
The Superlative Group, Inc.
2843 Franklin Blvd.
Cleveland, Ohio 44113
(216) 592-9400

SECTION 10. 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 11. 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 12. 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 13. 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 Agreement, 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 Agreement cannot be changed or terminated orally.

SECTION 14: 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.

SECTION 15. OWNERSHIP OF PROPRIETARY INFORMATION. This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information from Consultant to the City. Consultant shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement and all proprietary information that it creates, develops, or obtains independent of this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.

SECTION 16. INTELLECTUAL PROPERTY RIGHTS. This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the parties, unless otherwise set forth in this Agreement. The parties shall retain ownership right, title, and interest to all intellectual property that they owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and services marks.

SECTION 17. AUTHORITY TO BIND. Consultant agrees that Consultant shall not have any right to bind or commit the City in any way. Notwithstanding anything to the contrary herein, any arrangement or understanding binding the City, or by which any Sponsor (as defined in **Exhibit A**) obtains any rights or benefits in connection with the Assets and the City, shall be set forth in a written agreement approved by the City and executed by the City and the Sponsor involved. The City shall provide Consultant with a copy of any and all Sponsorship Agreements (as defined in **Exhibit A**) and any modifications or renewals thereof effected at any time.

SECTION 18. PAYMENT SURVIVAL. Notwithstanding anything to the contrary in this Agreement, in the event this Agreement expires or is terminated for any reason, Consultant shall

be paid the Professional Services Fee and/or Retainer payments on a prorated basis commensurate with services rendered through the effective date of termination or expiration of this Agreement. In addition, notwithstanding anything in this Agreement to the contrary, any and all consideration owed to Consultant pursuant to this Agreement that is derived from Sponsorship Income, and the City's obligation to pay such consideration, shall survive the termination or expiration of this Agreement for any reason.

SECTION 19. PROGRESS MEETINGS. Representatives of Consultant will make themselves available to meet with senior City executives on a periodic basis to assess the progress of the services, and at such time Consultant will provide the City with Consultant's opinions and recommendations for obtaining a successful outcome for the naming rights and sponsorship sales.

SECTION 20. RECORD KEEPING. Each party agrees that it will keep accurate and complete records and books of accounts showing all income it receives relating to this Agreement. Each party or its representatives shall have the right at all reasonable times, for as long as any Sponsorship Agreement procured pursuant to this Agreement is active, to inspect and make copies of the books and records of the other party, so far as such books and records shall relate to the computation of amounts to be paid to Consultant and the City hereunder.

SECTION 21. SURVIVAL. Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

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	The Superlative Group, Inc.
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address: 2843 Franklin Blvd., Cleveland, Ohio 44113	Address: 2843 Franklin Blvd., Cleveland, Ohio 44113
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, City Clerk	Fred E. Cleveland, Mayor

210 Sam's Avenue
New Smyrna Beach, Florida 32168

Date: _____ 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

EXHIBIT A

Definitions and Clarifications

As used in this Agreement, the following terms shall have the following meanings:

"Assets" shall mean all City-owned marketable assets, including, but not limited to, facilities, parks, properties, activities, services, events, and programs.

"Sponsor" means each entity secured by Consultant that subsequently enters into a Sponsorship Agreement with the City. If any entity, include any charitable corprorate foundation related to any Sponsor, elects to make a contribution in support of the Assets, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed Sponsorship Income.

"Sponsorship Agreement" means those contracts or agreements, including renewals, extensions and modifications thereof, by which any entity enters to receive sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets.

"Sponsorship Income" means all amounts paid or payable by or on behalf of any entity as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets, regardless of whether such amounts are paid during the Term hereof or during any period following the last day of the Term, pursuant to:

(a) Any Sponsorship Agreement which is executed with a Sponsor during the Term of this Agreement;
(b) Any Sponsorship Agreement which is executed within twelve (12) months following the effective date of termination or expiration of the Term hereof with any entity that was previously solicited by Consultant to become a Sponsor and with which Consultant had conducted good-faith discussions concerning the possibility of such entity becoming a Sponsor; and
(c) Any renewal, extension, or modification of any such contract or agreement described in subsections (a) and (b) immediately above, and the "Assistance Request" paragraph set forth below.

If any Sponsor shall provide the City with any "in-kind" consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered "Sponsorship Income" and shall be commissionable to Consultant at the rate described in Section 4 above. In-kind consideration shall be valued at the valuation set forth in the relevant Sponsorship Agreement, or if there is no such valuation, at the fair market value thereof.

Assistance Request: If Consultant assists the City in securing a Sponsorship Agreement with an entity that Consultant did not solicit, Consultant shall be entitled to the commission set forth in Section 4 above on Sponsorship Income for such Sponsorship Agreement.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL TO EXECUTE A CONTRACT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ACCEPT $1,000,000 IN STATE APPROPRIATION FUNDING FOR THE HISTORIC WESTSIDE STORMWATER IMPROVEMENT PROJECT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

November 11, 2025

Background:

In February 2025, the City of New Smyrna Beach submitted a funding request to the Florida Senate Appropriations Committee in support of the Historic Westside Stormwater Project. This project aligns with the City's broader goals of improving stormwater infrastructure. In August 2025, the City was awarded $1 million in grant funding, with disbursement administered through the Florida Department of Environmental Protection (FDEP). The final grant agreement was received on October 23, 2025. This agenda item seeks to accept the terms of the grant funding agreement and to authorization for the City Manager to formally execute the agreement with FDEP.

Fiscal Analysis:

The executed contract would accept $1,000,000 in funds from the Florida Department of Environmental Protection. This is a reimbursement grant based on actual expenses incurred.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

L0285 Original Agreement.pdf

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **New Smyrna Beach Historic Westside Stormwater Master Plan**

Agreement Number: **L0285**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of New Smyrna Beach**

Entity Type: **Local Government**

Grantee Address: **210 Sams Ave; New Smyrna Beach, FL 32168**

FEID: **59-6000387**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **March 31, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (29.0247, -80.9330)**

Project Description: **The Grantee will install stormwater infrastructure improvements as needed, including trunkline extensions and upsizing, installation of additional inlets, conveyance pipe, regrading of swales, & implementation of other appropriate water quality measures.**

5. Total Amount of Funding: **$ 1,000,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26**	$ **1,000,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,000,000.00**

6. Department's Grant Manager

Name: **Mykah Arnold** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3570
Tallahassee, FL 32399-3000

Phone: **850-245-2894**

Email: **Mykah.Arnold@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Kyle Fegley** or successor

Address: **214 Sams Ave**
New Smyrna Beach, FL 32168

Phone: **386-410-2811**

Email: **kfegley@cityofnsb.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of New Smyrna Beach **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Kevin Cowper, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Mykah Arnold, DEP Grant Manager

_____
Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which dis may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

   ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0285

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is New Smyrna Historic Westside Stormwater Masterplan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the terms of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: New Smyrna Beach Historic Westside Stormwater Master Plan

PROJECT LOCATION: The Project will be located in the City of New Smyrna Beach (Grantee) within Volusia County; Lat/Long (29.0247, -80.9330).

PROJECT BACKGROUND: The Historic Westside neighborhood, located north of Canal Street and west of UF 1 and developed prior to current stormwater regulations, has experienced ongoing flooding issues that were worsened during the most recent hurricanes in 2022 and 2024. The New Smyrna Beach Historic Westside Stormwater Master Plan identified stormwater infrastructure improvements in the project area needed to reduce the overall flooding impacts on low- and moderate-income households, increase the neighborhood's capacity to withstand severe weather conditions and recover faster when they do occur.

PROJECT DESCRIPTION: The Grantee will install stormwater infrastructure improvements as needed, including trunkline extensions and upsizing, installation of additional inlets, conveyance pipe, regrading of swales, and implementation of other appropriate water quality measures to reduce flooding concerns.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct New Smyrna Beach Historic Westside Stormwater Master Plan stormwater infrastructure improvements in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$1,000,000	07/01/2025	09/30/2027
		Total:	$1,000,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Project	1,000,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE GIRLS NIGHT OUT EVENT 2025, TO BE HELD ON THURSDAY, DECEMBER 4, 2025.

November 11, 2025

Background:

NSB Main Street Inc DBA Canal Street Historical District requests approval to present The Girls Night Out Event 2025 to be held on Thursday, December 4, 2025, from 5pm until 9pm for music, shopping and dining along Canal Street. Road closures will start at 2:00pm continuing through 9:30pm, for Canal Street starting at US 1 eastbound to Riverside Drive to include half blocks of Live Oak Street and Magnolia from Canal Street southbound to Downing Street. This event has previously been held on the first Thursday in December on Canal Street. There will be entertainment performing during the event, which is still to be determined, using a sound system. There will be no alcohol sales or consumption on Canal Street or in any City right of way during the event. There will be two (2) Port-O-Lets provided during the event for public use. During the event one NSBPD Officer will is required to be on site to provide security from 5pm until 9pm.

Findings:

Staff recommends the approval of the Girls Night Out Event 2025, to be held on Thursday December 4, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $0.00

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

CSHD Girls Night Out 12.4.25 Special Event Application.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Girls Night Out

Event Date: 12/4/25

Contact Information: Lillian Conrad

Brief Event Description: Music, Shopping, Dining

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/23/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/21/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10-21-25
David R Wiech	Fire Department	386-402-7631	dwiech@cityofnsb.com	10-21-25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	10/21/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/22/25
Lauren Gaul	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/21/25

Conditions of Approval:

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

PD - Will require 1 officer, please do OPM request. (5pm - 9pm) (pending)

Bldg - no bldg permit required.

LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 10-31-25

Road Closures: RS

- Canal St - Riverside to US1 [redacted]
- Live Oak - Canal to Downing
- Magnolia - Canal to Downing

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



Special Event Application

Form Submission ID: 24394993
Submission Date/Time: 10/21/2025 at 12:58 pm
Form Status: New
Patron Email Address: cshd.project.mgs@gmail.com
Name: Lillian Conrad

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

Girls Night Out

Name of Producer and/or Promoter

NSB Mainstreet, INC DBA CAnal Street Historic District Assocation

Type of Organization

Non-Profit

Address

PO Box 641

City

New Smyrna Beach

State

FL

Zip Code

32170

Work Phone

(386)409-7881

Home Phone

(813)787-8676

Fax

N/A

Special Event Application

Website

canalstreetnsb.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

12/4/2025

Location of Event

CAnal Street between US 1 and Riverside Dr

Description of Event

Shopping, dining and music

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?

Yes

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

Yes

Event Date:

12/04/2025

Event Start Time:

05:00 pm

Special Event Application

Event End Time:

09:00 pm

Set Up Start Time:

02:00 pm

Setup End Time:

04:30 pm

Breakdown Start Time:

08:30 pm

Breakdown End Time:

09:30 pm

Alternative Date:

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

Regional

Anticipated number of attendees?

350

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

Yes

If yes, when?

Have you held this event in another city?

No

If yes, list location(s):

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

No

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

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.

Live Music

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

SES

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

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

Name of Contractor

Special Event Application

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

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

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

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

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

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

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

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

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

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

Will there be food trucks at this event?

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)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

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

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Radio,Internet

Telephone number to be released for public information

3864097881

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

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?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

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

Yes

Special Event Application

PORT-O-LETS & SANITATION:

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

2

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?

Whatever the city requires — 1 officer per PD Sgt. Helms

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):

Lillian Conrad 8137878662

Contact Name & Phone Number (2):

Patty Register 3868719575

Upload Site Map

\Question Answers Only\394\map.spark.cm.gno.pdf

Upload Documents

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

Printed Name:

Special Event Application

Lillian Conrad

Date:

10/21/2025

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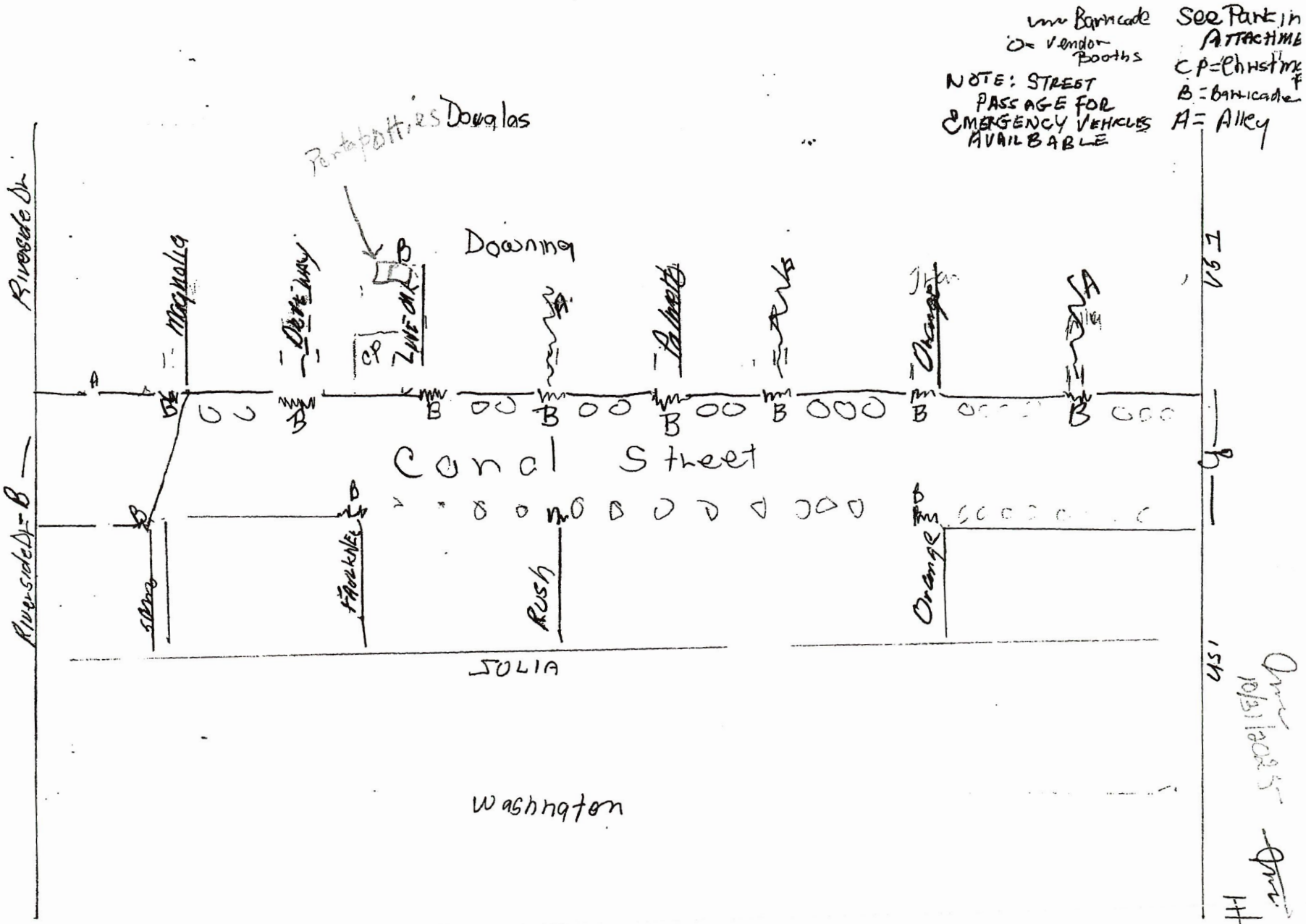

Barricade
Vendor Booths
NOTE: STREET PASSAGE FOR EMERGENCY VEHICLES AVAILABLE
See Parking Attachment
CP=Christmas Tree
B=Barricade
A=Alley
Portapotties Douglas
Downing
Riverside Dr
Magnolia
Cleveland
Linden
Palmetto
Ivanhoe
Orange
Anna
US 1
Canal Street
Riverside Dr
Silver
Frankenfeld
Rush
Orange
JULIA
Washington
Hibiscus
Hibiscus

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF CHRISTMAS ON CANAL SPARK THE SPRIT AND THE CHRISTMAS COASTAL MARKET EVENTS 2025, TO BE HELD ON FRIDAY NOVEMBER 28 AND SATURDAY NOVEMBER 29, 2025.

November 11, 2025

Background:

The NSB Main Street, Inc d/b/a Canal Street Historic District requests approval to present their Christmas on Canal Spark the Sprit and Christmas Coastal Market Events 2025, to held on Friday November 28th from 5:00pm until 9:00pm and Saturday November 29th from 9am until 6pm. The event on Friday will consist of a free community holiday celebration, tree lighting/star and Santa's arrival from 5pm until 9pm and Saturday the Christmas Coastal Market from 9am to 6pm. Canal Street will be closed from US 1 to Riverside Drive, including Live Oak Street to Downing Street for the event starting at 2:00pm on Friday November 28th; and will continue overnight in preparation for the event on Saturday. Canal Street will reopen to traffic on Saturday November 29th at 6:30pm. These events have previously been held on Canal Street, on the Friday and Saturday after Thanksgiving. Entertainment to be determined, to include a sound system on both days. The NSB Utilities Commission may provide a children's bounce house, located in their parking lot. The Christmas Coastal Market event may include up to 80 retail outlets on Canal Street. There will be no alcohol sales or consumption in a city right of way during these events. The organizers will be providing Two (2) Port-O-Lets for public use during the events. Providing security NSBPD will have one officer on duty Friday evening for the duration of the event and one officer on duty Saturday from 9am until 6pm.

Findings:

Staff recommends the approval of Christmas on Canal Spark the Sprit and Christmas Coastal Market Events 2025, to be held on Friday November 28 and Saturday November 29, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $0.00

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

CSHD Christmas on Canal 11.28 and 11.29 Special Event Application.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Girls Night Out

Event Date: 12/4/25

Contact Information: Lillian Conrad

Brief Event Description: Music, Shopping, Dining

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/23/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/21/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10-21-25
David R Wiech	Fire Department	386-402-7631	dwiech@cityofnsb.com	10-21-25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	10/21/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/22/25
Lauren Gamel	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/21/25

Conditions of Approval:

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

PD - Will require 1 officer, please do OPM request. (5pm - 9pm) (pending)

Bldg - no bldg permit required.

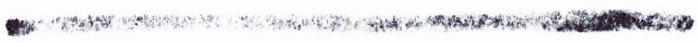
LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 10-31-25

Road Closures: RS

- Canal St - Riverside to US1 [redacted]
- Live Oak - Canal to Downing
- Magnolia - Canal to Downing

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



Special Event Application

Form Submission ID: 24394993
Submission Date/Time: 10/21/2025 at 12:58 pm
Form Status: New
Patron Email Address: cshd.project.mgs@gmail.com
Name: Lillian Conrad

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

Girls Night Out

Name of Producer and/or Promoter

NSB Mainstreet, INC DBA CAnal Street Historic District Assocation

Type of Organization

Non-Profit

Address

PO Box 641

City

New Smyrna Beach

State

FL

Zip Code

32170

Work Phone

(386)409-7881

Home Phone

(813)787-8676

Fax

N/A

Special Event Application

Website

canalstreetnsb.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

12/4/2025

Location of Event

CAnal Street between US 1 and Riverside Dr

Description of Event

Shopping, dining and music

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?

Yes

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

Yes

Event Date:

12/04/2025

Event Start Time:

05:00 pm

Special Event Application

Event End Time:

09:00 pm

Set Up Start Time:

02:00 pm

Setup End Time:

04:30 pm

Breakdown Start Time:

08:30 pm

Breakdown End Time:

09:30 pm

Alternative Date:

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

Regional

Anticipated number of attendees?

350

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

Yes

If yes, when?

Have you held this event in another city?

No

If yes, list location(s):

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

No

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

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.

Live Music

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

SES

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

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

Name of Contractor

Special Event Application

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

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

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

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

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

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

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

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

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

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

Will there be food trucks at this event?

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)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

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

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Radio,Internet

Telephone number to be released for public information

3864097881

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

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?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

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

Yes

Special Event Application

PORT-O-LETS & SANITATION:

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

2

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?

Whatever the city requires — 1 officer per PD Sgt. Helms

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):

Lillian Conrad 8137878662

Contact Name & Phone Number (2):

Patty Register 3868719575

Upload Site Map

\Question Answers Only\394\map.spark.cm.gno.pdf

Upload Documents

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

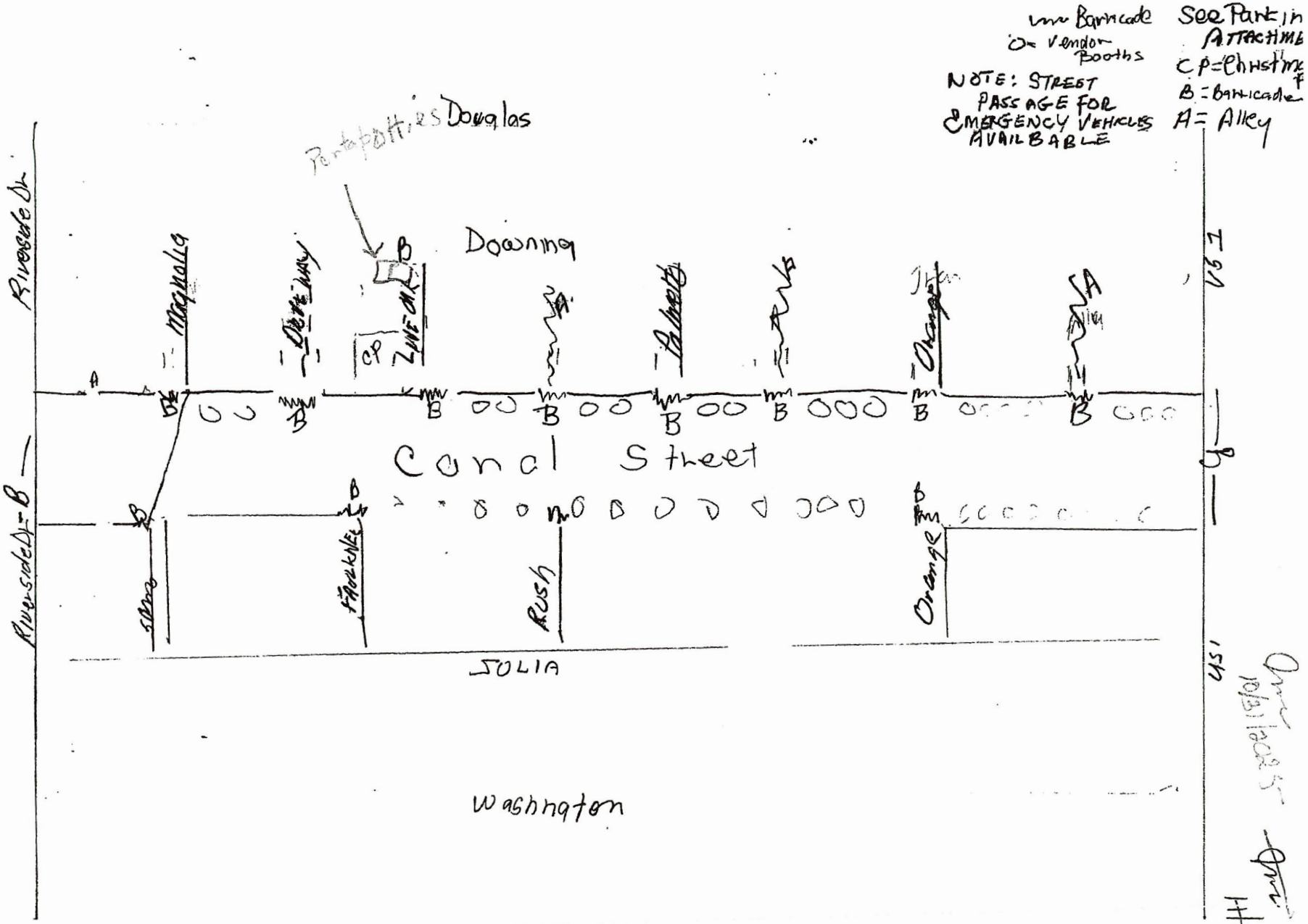
Printed Name:

Special Event Application

Lillian Conrad

Date:

10/21/2025


Barricade
Vendor Booths
NOTE: STREET PASSAGE FOR EMERGENCY VEHICLES AVAILABLE
See Parking ATTACHMENT
CP=Christmas Tree
B=Barricade
A=Alley
Portapotties Douglas
Downing
Riverside Dr
Magnolia
Elmira Way
Linden
Palmetto
Ridgewood
Orange
Canal Street
Riverside Dr
Hawkins
Rush
Orange
JULIA
Washington
US 1
45'

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 39-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AUTHORIZE THE BORROWING OF $5,500,000 FROM TD PUBLIC FINANCE LLC FOR TURNBULL CREEK WATERSHED LAND ACQUISITION, AUTHORIZE EXECUTION OF THE 2025 GENERAL OBLIGATION LOAN AGREEMENT AND RELATED DOCUMENTS.

November 11, 2025

Background:

On November 6, 2018, voters authorized the City of New Smyrna Beach to issue up to $15,000,000 in general obligation bonds to finance land acquisitions along the Turnbull Creek Watershed. The City previously issued a $9,500,000 General Obligation Note (Series 2019), leaving $5,500,000 in remaining authorization. With the original funds fully utilized and additional properties identified for purchase, City staff issued RFP 27-25-FIN on September 26, 2025, seeking proposals for a tax-exempt, fixed-rate loan to finance further acquisitions and cover issuance costs.

The City sought a fixed-rate, tax-exempt loan not to exceed $5,500,000, maturing in July 2045. Hilltop Securities Inc., the City's Financial Advisor, assisted with the RFP process. Five proposals were received from Capital One Public Funding, Pinnacle Bank, TD Bank, N.A., Truist Bank, and Webster Bank.

Hilltop Securities evaluated the proposals based on cost, terms, structure, and covenants. The TD Public Finance proposal (No Prepayment Penalty option) was recommended as the best overall, offering:

- A competitive fixed interest rate for the full 20-year term (indicative rate of 4.10% as of October 15, 2025)
- The ability to prepay without penalty at any time
- The option to hold the current interest rate through closing without a rate lock agreement

The Note will be repaid from voted debt ad valorem taxes on all taxable property, as approved by the 2018 referendum. This dedicated ad valorem pledge is separate from the City's general operating millage rate. The City will annually levy and collect sufficient

taxes to cover the estimated annual debt service of $402,000.

Estimated closing costs are $54,750, payable from the loan proceeds, leaving $5,442,750 available for the purchase of Turnbull Creek Watershed properties. The Note is designated as a “qualified tax-exempt obligation” under the Internal Revenue Code.

Findings:
Authorize the adoption of the Resolution approving the borrowing of $5,500,000 from TD Public Finance LLC for the acquisition of lands along the Turnbull Creek Watershed; authorize execution of the 2025 General Obligation Loan Agreement and any other documents necessary to complete the loan closing and secure funding.

Fiscal Analysis:

The fiscal impact of the 2025 General Obligation Loan is fully incorporated into the City’s FY 2026 budget. The budget includes:

- Loan Proceeds: $5,500,000 in new funding for land acquisition along the Turnbull Creek Watershed.
- Closing Costs: Estimated at $54,750, paid from loan proceeds.
- Land Acquisition: $5,442,750 allocated for property purchases within the watershed.
- Debt Service: Annual debt service payments of approximately $402,000.
- Voted Debt Ad Valorem Taxes: A dedicated ad valorem tax levy, as approved by referendum, sufficient to cover the annual debt service.

Strategic Plan Item:
No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

RFP 27-25-FIN Tax Exempt General Obligation Note.pdf
Hilltop Securities Summary Matrix
Hilltop Securities Recommendation Memo
TD Bank Response.pdf
Loan Agreement - GO (2025)(911112.6).docx
Res 39-25 Turnbull Creek Watershed 2025 GO Loan.pdf

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

https://www.cityofnsb.com/

RFP 27-25-FIN

TAX-EXEMPT GENERAL OBLIGATION NOTE

RELEASE DATE: September 26, 2025
DEADLINE FOR QUESTIONS: October 7, 2025
RESPONSE DEADLINE: October 15, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 27-25-FIN

Tax-Exempt General Obligation Note

I. Public Notice .....
II. Introduction .....
III. Loan Specific.....
IV. Due Dates .....
V. Response Format and Miscellaneous .....
VI. General Information .....
VII. Required Responses.....

Attachments:
A - Public Records
B - Appendix A
C - Appendix B
D - Required Forms

I. Public Notice

27-25-FIN

Tax-Exempt General Obligation Note

The City of New Smyrna Beach, Florida (the "City") is requesting proposals from financial institutions for a tax-exempt, fixed rate loan (the "Loan") to a) finance and/or reimburse the cost of acquisition of lands along the Turnbull Creek Watershed and b) to fund the issuance costs associated with the Loan. The obligation to repay the Loan will be evidenced by a General Obligation Note (the "Note").

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb

End of Advertisement

Publish: Daytona News Journal, Friday, September 26, 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.

II.A Summary

The City of New Smyrna Beach, Florida (the "City") is requesting proposals from qualified financial institutions for a tax-exempt, general obligation fixed rate loan (the "Loan") to a) finance and/or reimburse the cost of acquisition of lands along the Turnbull Creek Watershed and b) to fund the issuance costs associated with the Loan.

Hilltop Securities Inc., Orlando, Florida, as Financial Advisor to the City in connection with the Loan, will be assisting the City with respect to the Loan. The City's Purchasing Agent will oversee the solicitation process and work closely with the Financial Advisor.

The Financial Advisor will evaluate all submittals and provide a comprehensive analysis as to the merits and contents of the proposals. The city will make the final determination and

recommendation selecting the financing proposal that provides the lowest overall borrowing cost and meets the financing requirements of the city.

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.

On November 6, 2018, voters approved the issuance of general obligation bonds in an aggregate principal amount not exceeding $15,000,000 for the purpose of financing the acquisition of lands along the Turnbull Creek Watershed. On August 29, 2019, the City issued a $9,500,000 General Obligation Note, Series 2019, and has $5,500,000 remaining authorization under the referendum.

The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal, interest, and redemption premiums, if any on the Note. The City shall, each year, levy and collect a direct ad valorem tax, without limitation as to the rate or amount, on all taxable property within the City sufficient to pay the debt service on the Note for such year. Such tax shall be assessed, levied and collected at the same time and in the same manner as City ad valorem taxes are assessed, levied and collected, and shall be in addition to all other taxes authorized to be levied by the City.

Information on the City's government and financial information can be found in City of New Smyrna's Annual Comprehensive Annual Financial Reports (ACFR) and the annual adopted budget. These reports may be viewed from the following links:

FY 2024 ACFR: https://www.cityofnsb.com/DocumentCenter/View/21930/14295ACFR24-Final-City-of-New-Smyrna-Beach

FY 2023 ACFR: https://www.cityofnsb.com/ArchiveCenter/ViewFile/Item/2095

FY 2022 ACFR: https://www.cityofnsb.com/ArchiveCenter/ViewFile/Item/2094

FY 2025 Budget Book:
https://www.cityofnsb.com/DocumentCenter/View/21549/FY25_BUDGET-BOOK?bidId=

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	September 26, 2025
Deadline for Written Questions	October 7, 2025, 5:00pm
Proposal Submission Deadline	October 15, 2025, 2:00pm
Opening of Submittals	October 15, 2025, 2:30pm Microsoft Teams Meeting, click link to join meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzkzZjk4ZTgtZWFlMC00YWQ0LWE1YTYtN2UyNWZmNDRlY2Mw%40thread.v2/0?context=%7b%22Tid%22%3a%22e8a2d9f9-0bd2-4e4a-ae4c-4a9092138ff8%22%2c%22Oid%22%3a%223580558d-a61c-452f-b761-445deb37149f%22%7d Meeting ID: 237 799 482 541 0 Passcode: RZ3yY6GS Or call in (audio only): 786-636-1338 Phone Conference ID: 409 220 821#
Evaluation Meeting	October 17, 2025 Microsoft Teams Meeting, click link to join meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjMwNzQ4ZjEtNmI4MC00ZGI4LWJlMDAtM2ExMTUxMjM4Mjhl%40thread.v2/0?context=%7b%22Tid%22%3a%22e8a2d9f9-0bd2-4e4a-ae4c-4a9092138ff8%22%2c%22Oid%22%3a%223580558d-a61c-452f-b761-445deb37149f%22%7d Meeting ID: 224 586 826 853 3 Passcode: LY2qZ9ub Or call in (audio only): 786-636-1338 Phone Conference ID: 209 843 155#

Recommendation of award to City Commission	November 11, 2025
Closing of the Loan	November 14, 2025

III. Loan Specific

III.A Purpose of the Loan

The City of New Smyrna Beach, Florida (the "City") is requesting proposals from financial institutions for a tax-exempt, fixed rate loan (the "Loan") to a) finance and/or reimburse the cost of acquisition of lands along the Turnbull Creek Watershed and b) to fund the issuance costs associated with the Loan. The obligation to repay the Loan will be evidenced by a General Obligation Note (the "Note").

The City shall accept and review proposals from qualified financing institutions based upon the proposed financing structure outlined below.

III.B Structure of Financing

Amount:	Up to $5,500,000
Closing Date:	Expected on or before November 14, 2025
Interest Rate:	Bank Qualified (BQ), Tax-Exempt fixed interest rate for the entire term of the Loan
Final Maturity:	July 1, 2045
Prepayment:	The city requests the ability to prepay the Loan without penalty in whole or in part; alternative prepayment options may be considered.
Interest Payments Dates:	Semiannually on January 1st and July 1st, commencing January 1, 2026
Interest Compounding:	None
Interest Day Count Method:	Please specify in proposal
Principal Payment Dates:	Annually, commencing July 1, 2026. See Appendix A for preliminary principal amortization schedule.

III.C Tax-Exempt Obligation

The City agrees to take such actions as may be required by U.S. Treasury regulations in order to maintain the tax-exempt status of the Note.

III.D No Yield Maintenance Covenants

The only yield maintenance provision (interest rate adjustment) the City willingly provides is one of taxability imposed by final judgement of the IRS and due from the holder which results solely from the City's actions or inactions.

III.E Acceleration

The Loan will not be subject to acceleration of principal under an event of default.

III.F Documentation

Bryant Miller Olive P.A. ("Bond Counsel") shall prepare the Note and other documents to close the Loan. The selected bank will be furnished, without charge to the bank, the opinion of the City's Bond Counsel, regarding the tax-exempt status of the Loan and approving the legality of the Loan together with the closing certificates and documents related to the transaction.

At closing, the financial institution will be required to make certain certifications, including, but not limited to, signing a closing certificate that:

A. it is making the Loan for its own account, does not currently intend to syndicate the Note, will take no action to cause the Note to be characterized as a security, and will not treat the Note as a municipal security for purposes of the securities law;

B. it is not acting as a broker or other intermediary, and is funding the Note from its own capital for its own account, and not with a present view to a resale or other distribution to the public, and currently intends to hold the Loan to the earlier of maturity or redemption;

C. the Note will not be used in the future on a securitized transaction and is not a municipal security;

D. it understands that the Loan is evidenced by a note and the note is issued in a single denomination equal to the aggregate principal amount of the Loan and may not be transferred except in whole and will not be transferred to any kind of trust under any circumstances, and confirming that it understands the Loan may not be transferred in a denomination less than $100,000 even in whole;

E. the Note will only be sold to a Permitted Lender in whole, with the City's consent. "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans and is authorized to do business in the State of Florida;

F. the Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, and is an "accredited investor";

G. it has in its possession or has had access to all material information concerning the security and sources of payment of the Note, and, as a result thereof, is thoroughly familiar with the nature and risks of making the Loan and purchasing the Note. It has been afforded access to all material information and has had sufficient opportunity to discuss the business of the City and the projects financed with the proceeds of the Note, with its officers, employees and others, and has been permitted to make an investigation of the City and its operations. It does not require any further information or data concerning the City. In making the Loan and purchasing the Note, it has relied solely upon its own investigation, examination, and evaluation of the City and other relevant matters, and has not relied upon any statement or materials which have not been supported by its own investigation and examination. It has knowledge and experience in financial and business matters, particularly in tax-exempt obligations, and is capable of evaluating the merits and risks of making the Loan and purchasing the Note and has determined that it can bear the economic risk of making the Loan and purchasing the Note;

H. it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;

I. it understands that the Loan is not a municipal security and that, unless otherwise required, no filing may be made with respect to the Loan with EMMA, the Municipal Securities Rulemaking Board continuing disclosure site;

J. there will be no CUSIPs obtained on the Loan; and

K. there will be no credit rating obtained on the Loan

The selected financial institution shall also be required to execute such additional certifications or acknowledgments as are customary on similarly structured municipal finance transactions, as reasonably determined by Bond Counsel.

IV. Due Dates

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

IV.A Evaluation Committee and Evaluation Factors

The City's Financial Advisor will provide staff with comments and analysis of the received proposals based on the following criteria:

- Cost
- Terms & Conditions

- Structure
- Covenants

TOTAL POSSIBLE POINTS 100

IV.B Inquires and Ambiguity

All questions related to this RFP shall be submitted in writing via the OpenGov Procurement Question/Answer Tab via the City's e-Procurement portal, on or before, 5:00 pm on Tuesday, October 7, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City and posted in the City's e-Procurement portal. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

IV.C Submittal Due Date

Electronic proposals shall be submitted through the City's e-Procurement Portal and will be received until 2:00 pm on Wednesday, October 15, 2025.

Proposals received after the designated time will not be permitted. Proposal Documents are available on OpenGov Procurement and the City's website (www.cityofnsb.com). For further information, please e-mail the Purchasing Agent at purchasing@cityofnsb.com.

The City reserves the right to reject any or all proposals, waive informalities, and the award, if award is made, shall be made to the responsible respondent whose qualifications indicate that the award complies with the prescribed requirements.

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the firm selected.

There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

IV.D Opening of Proposals

Electronic proposals will remain sealed until the time of opening listed in Section II of this document. The received proposals will be publicly opened, and the proposers' names will be read aloud. There will be no other discussion at this time. It is important to note that this is public meeting, and the meeting will be recorded.

Click link to join the meeting: Join the Meeting Now Meeting ID: 237 799 482 541 0 Passcode: RZ3yY6GS

or call in (audio only): 786-636-1338, Phone Conference ID: 409 220 821#

IV.E Evaluation Criteria and Evaluation Meeting

The City's Financial Advisor will provide staff with comments and analysis of the received proposals based on the following criteria:

- Cost
- Terms & Conditions
- Structure
- Covenants

The time and date of Evaluation meeting is provided in Section II of this document and on the city website.

May also click the following link to join the meeting: Join the Meeting Now **Meeting id:** 224 586 826 653 3 **Passcode:** LY2qZ9ub

or call in (audio only): 786-636-1338 Phone Conference ID: 209 843 155 #

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

V. Response Format and Miscellaneous

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

V.A Response Format

In order to assist the City and Hilltop Securities in reviewing the responses, each proposal should include the following information.

A. The legal name of the bank and the primary bank contact person(s) (include address, telephone number, and e-mail address).

B. A tax-exempt, fixed interest rate for the full term of the Loan. The proposal shall give a stated time in which the proposed rate will be held as well as the index in which the rate shall be calculated should the stated time elapse. The proposal should acknowledge the preliminary Loan amortization schedule provided in Appendix A and acknowledge there may be adjustments to the preliminary amortization schedule in order to achieve the desired debt service structure based upon the final interest rate and Loan size.

C. Describe in detail all fees and expenses which the City will be responsible to pay to the bank, including its legal counsel. The City has retained Bond Counsel to prepare the Loan documents. The amounts stated in the proposal shall represent the maximum amounts payable to the Bank by the City. All fees and expenses, with the exception of those of Bond Counsel and Financial Advisor, in excess of those stated in the proposal shall be the sole responsibility of the Bank and will not be paid or reimbursed by the City.

D. A listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Note. Certain covenant requirements, including but not limited to cross-default with other City debt, or those that create notice defaults not subject to a cure period, may be deemed non-responsive to this request.

V.B Miscellaneous

A. The City will not accept proposals that include: (i) reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Note; (ii) which require the bank, directly or indirectly, to approve the issuance of additional indebtedness under the resolution; or (iii) that provide for covenant events of default without an opportunity to cure.

B. The City reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the bidding, and to accept or reject any items or combination of items. Further, the City has the right to reject any proposal not meeting the requirements of this RFP. Moreover, if the City rejects all proposals, the City reserves the right to negotiate with any of the proposers or any other entity to secure the intended financing. The City reserves the right at any time, including after the opening and review of the proposals, to ask questions and seek clarification and additional information in regards to the proposals submitted. If a bank financing proposal is selected, the award will be to the financial institution whose response best complies with the requirements set forth in this RFP and whose bid, in the opinion of the City and its Financial Advisor, is in best interest of the City, taking into consideration all aspects of the proposers' response. The City is not obligated to accept the lowest proposal. The award is subject to approval by the City Commission and contingent upon execution of the Note and other closing documents acceptable to the City. The City reserves the right, for any reason, to rescind any award prior to the execution of the Note without liability to the City.

C. Changes to this RFP may be made by and at the sole discretion of the City. It is the bidder's responsibility to check for any addenda. During the proposal evaluation process, the City reserves the right to request additional information or clarifications from the proposers, or to allow, in the City's sole discretion, corrections of errors or omissions in a proposal.

D. The City shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this RFP, the bank waives and releases any and all right to make claims for reimbursement of proposal preparation costs against the City and its officers, officials, employees, attorneys and agents.

E. All requests for clarification or additional information should be received no later than 5:00 pm on Tuesday, October 7, 2025, directed in writing to the Procurement Contact under Section B.

F. Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bank will in no way be a cause for relief from responsibility.

G. No successful offeror may assign any portion of the contractual agreement between the parties without prior written authorization by the City.

H. The bank, in submission of its proposal, warrants to the City that it will comply with all applicable Federal, State and local laws, regulations and orders in providing the services under the proposed documents.

I. Public Records Law. In accordance with Chapter 119, Florida Statutes, the Public Records Act, all Proposers should be aware that this Request for Proposals, and Proposals submitted in response thereto, are made in the public domain, and are subject to disclosure, except to the extent expressly exempted or made confidential under the Public Records Act. In accordance with Section 119.071(1)(b), Florida Statutes, Proposals submitted in response to this Request for Proposals are temporarily exempt from public disclosure until such time as the City provides notice of an intended decision, or until thirty (30) days after opening the Proposals, whichever occurs earlier. The Proposal submitted by you may contain information, which is designated "confidential" or "exempt" from disclosure under the Public Records Act and other applicable laws. If your Proposal contains such information, you are required to advise the City with specificity the applicable law making those provisions exempt or confidential from disclosure and the specific information considered exempt. A generic notation that information is "exempt" or "confidential" will not suffice. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your Proposal or any portion thereof, being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. If the City determines that the cited provisions of law are inapplicable or otherwise do not justify exemption or confidentiality, the City shall have the right to release such information and records for public inspection and copy in

accordance with the Public Records Act. By submitting a proposal, the Proposer holds the City and its officers, officers, employees, attorneys and agents harmless concerning the disclosure of information contained within the Proposal.

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

K. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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

V.C Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the proposal, including cover page (if any), term sheet, City required forms, and addendums. Proposal must be in a professional format and signed by an authorized officer of your organization.

VI. General Information

VI.A Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein,

of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

VI.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.

VI.C 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.

VI.D Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section 9 of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

VI.E E-Verify

The 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.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VI.F Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants 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 Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

VI.G Florida Public Records Act

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 Respondent 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 Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. 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.

VI.H 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 bids or 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.

VI.I 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.

VI.J Human Trafficking

Compliance with Florida Statutes, 787.06.

A contract resulting from this solicitation 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 a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

VI.K Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) 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 firm(s) 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.

VI.L Joint Ventures

Responders that are intending to submit a bid response 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 bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms 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.

VI.M 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 bid. 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.

VI.N 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 respondent will in no way be cause for relief from responsibility.

VI.O Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant 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 Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant'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.

VI.P 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.

VI.Q On-line Provider Disclaimer

It is recommended that respondents 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.

VI.R Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

VI.S 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.

VI.T 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, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

VI.U 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 bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

VI.V Protest Procedures

1) Respondents 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 service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) 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.

4) The formal written protest shall include with it a bid 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 bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

VI.W Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant 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 consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

VI.X Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

VI.Y Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator 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.

VI.Z Single Proposal

Each Proposer must submit, with their bid, 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-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

VI.AA State Registration Requirements

Any corporation 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).

VI.BB 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.

VI.CC 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 RFP.

All submittals shall be valid for a period through the expected closing date of the Loan.

VII. Required Responses

VII.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

VII.B Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

VII.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required

VII.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required

VII.E Local Office & Principal Office*

Provide the location of the local office for your organization here and the location of your principal office for your organization.

*Response required

VII.F 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 through the expected closing date of the Loan.

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 consultant as its act and deed and that the consultant 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

VII.G Agreement*

Proposer acknowledges, that the City's Bond Counsel shall prepare the necessary documentation to effectuate the Loan between the City and the proposer, which shall be subject to the approval of the City Commission.

☐ Please confirm
*Response required

VII.H 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

VII.I Confirmation *

The Proposer that has submitted the attached proposal confirms:

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

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.

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.

☐ Please confirm
*Response required

VII.J Proposal*

Upload as one (1) PDF document a complete copy of the proposal, including cover page (if any), term sheet, City required forms, and addendums. Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

VII.K City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF document the completed required forms provided in the Attachment Section of this solicitation and all signed Addendums.

*Response required

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 Respondent 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 Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. 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.

APPENDIX A
Preliminary Amortization Schedule

Payment Date	Principal*
7/1/2026	$259,000
7/1/2027	180,000
7/1/2028	188,000
7/1/2029	197,000
7/1/2030	206,000
7/1/2031	215,000
7/1/2032	225,000
7/1/2033	235,000
7/1/2034	245,000
7/1/2035	256,000
7/1/2036	268,000
7/1/2037	280,000
7/1/2038	293,000
7/1/2039	306,000
7/1/2040	320,000
7/1/2041	334,000
7/1/2042	349,000
7/1/2043	365,000
7/1/2044	381,000
7/1/2045	398,000
Total	$5,500,000

*Preliminary and subject to change.

APPENDIX B
General Information Regarding the City

Property Tax Values & Direct City Millage Rates

Fiscal Year (9/30)	Taxable Assessed Value	Direct City Tax Rate (a)
2020	4,133,064,857	4.1956
2021	4,547,384,733	4.1700
2022	4,901,064,790	4.1262
2023	5,589,505,159	4.2806
2024	6,362,793,211	4.7040
2025	7,022,505,639	4.7265
2026 (b)	7,536,528,096	4.7485

(a) Millage rate per $1,000 of taxable value. Includes debt service millage.
(b) Propesed FY 2026 millage rate.

Property Tax Levy & Collections

Fiscal Year (9/30)	Total Tax Levy	Total Tax Collections (a)	Percent of Levy
2020	17,340,687	16,778,681	96.76%
2021	18,962,594	18,369,655	96.87%
2022	20,222,774	19,306,075	95.47%
2023	23,926,435	22,631,603	94.59%
2024	29,930,580	28,906,135	96.58%

(a) Includes delinquent collections.

Top 10 Taxpayers (FY 2024)

Taxpayer	Assessed Taxable Value	Percent of Total Assessed Taxable Value
Big Beacon FL, LLC	47,477,962	0.75%
Coconut Palms Condo Assoc.	25,607,490	0.40%
TT of New Smyrna Beach, LLC	18,685,587	0.29%
Lyme Stone Ranch Invesors Ltd.	17,421,436	0.27%
Publix Super Markets, inc.	17,147,032	0.27%
Florida Power & Light Co	16,093,422	0.25%
Poseidon Hotel Ventures, LLC	14,832,234	0.23%
Real Sub, LLC	14,680,590	0.23%
Ocean View Pc Propco LP	13,925,222	0.22%
Wal-Mart Stores East, LP	13,375,036	0.21%
Total	**199,246,011**	**3.13%**

City of New Smyrna Beach

Proposal Response:

Tax-Exempt General Obligation Note

Project ID: **RFP 27-25-FIN**

Company Name: _____

Print Authorized Officer Name & Title: _____

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: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
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

RFP 27-25-FIN, Tax-Exempt General Obligation Note

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 #

_____
Print Name

_____
Signature/Title)

_____
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: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

Project ID:	RFP 27-25-FIN
Project Title:	Tax-Exempt General Obligation Note

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ 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.

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

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: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

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)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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

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,

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: _____

_____
Authorized Signature and Title

_____
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:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed 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 _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this _____ day of _____, _____.

Personally known _____ _____
(Notary)

OR produced identification _____ Notary Public State of _____

_____ My commission expires: _____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, 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

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

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: _____

Print Name: _____

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

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

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 _____ ("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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 27-25-FIN, Tax-Exempt General Obligation Note.**
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.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

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

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

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		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

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: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title 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: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
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
RFP 27-25-FIN, Tax-exempt General Obligation Note
October 9, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFP 27-25-FIN, Tax-exempt General Obligation Note, issued September 26, 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 provide detail on the use of the subject land/acquisition.

   Answer: The land will be put into conservation per the voter referendum.

2. **Question:** Hurricane updates: I didn't see any references to Hurricane Milton in the FY24 ACFR, FY25 budget or FY26 budget but there are online sources referencing significant flooding in the area.

   Answer: Hurricane Milton resulted in debris removal, some flooding and damage to City property at the golf course, sports complex and airport. All of which is covered by insurance and FEMA.

3. **Question:** Please provide information regarding costs associated with Hurricane Milton clean-up and potential FEMA reimbursements.

   Answer: We have incurred $1.3 million in Hurricane Milton expenses, all of which will be reimbursed by FEMA or insurance.

4. **Question:** Has there been any new debt issued after 9/30/24? If so, please specify.

   Answer: There were some small equipment financings for golf carts, a golf picker and vehicles. The cumulative total of these financings was $335,000.

5. **Question:** If there are other future planned debt issuances or changes in the capital improvement plan, please provide additional detail.

   Answer: No additional borrowings are planned for the next 12-24 months.

6. **Question:** Would the city consider a 15-year amortization schedule/structure?

   Answer: The City's preference is for a 20-year amortization.

7. **Question:** Can all the required forms and notarizations be completed should we be awarded the transaction as opposed to in advance? There are items in there that assume we are being awarded the transaction.?

   Answer: Yes, the forms can be completed upon award.

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): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

City of New Smyrna Beach, Florida *revised*
Summary of Bank Loan Proposals | Due October 15, 2025
(General Obligation)
Not-to-Exceed $5,500,000 | Tax Exempt Fixed Rate (BQ) | July 1, 2045 Final Maturity

Financial Institution	Proposed Interest Rate	Bank Costs	Prepay Penalty?	Conditions/Comments
Capital One Public Funding	20-Year **4.55%*** **Indicative*	$5,000	Prepayable without penalty beginning 7/1/2032 -- Partial prepayment without penalty through life of loan from (i) other than refunding sources, (ii) once per calendar year, (iii) in a minimum amount of $25k, (iv) in a maximum amount of $500k, and (v) applied in inverse order of maturity	1. Indicative interest rate. Lender shall lock rate when borrower provides final debt service schedule and closing date (lock date) by comparing 10yr SOFR on lock date to 10/15/2025 of 3.56%. If change is within a range (3.51% - 3.61%) there will be no change to rate, otherwise rate will adjust. Rate is also subject to adjustment if average life or maturity changes. 2. Upon request of lender, as soon as available, borrower shall send lender a copy of its audit as of FYE. 3. To extent not provided, reasonable and customary information to assess credit. 4. Term sheet shall expire by 10/22/2025 unless excepted, and shall expire if not closed by 11/14/2025 unless extended. 5. Subject to final credit approval.
Pinnacle Bank	20-Year **4.69%** 20-Year with 15-Year Put **4.48%** 20-Year with 10-Year Put **4.18%**	Lender's counsel not to exceed $7,500	Prepayment without penalty in whole or in part commencing in Year 4 from closing. Partial prepayment applied in inverse order.	1. Interest rates held through 11/14/2025. 2. The proceeds of the loan will be held and invested at Pinnacle Bank pending disbursement. Sweep fee rate at Fed Funds minus 0.60% or 3.50% APR. 3. 30/360 interest day count. 4. Gross-up for event of taxability or loss of bank qualified status. 5. On Put date, borrower shall be obligated to pay or purchase the note. Lender may provide 120-notice in advance; failure to provide notice shall mean that the term has not been extended and the borrower shall be obligated to pay or purchase the note. 6. Default rate of lesser of (i) note rate +4% and (ii) maximum rate allowed by law. 7. Remedies of default to include acceleration. If acceleration is not a remedy the default rate shall be increase to the lesser of 18% or the maximum rate allowed by law, and the documents shall contain a most favored nations if acceleration is provided to another holder. 8. Commitment to be signed and returned by 10/20/2025.

City of New Smyrna Beach, Florida *revised*
Summary of Bank Loan Proposals | Due October 15, 2025
(General Obligation)
Not-to-Exceed $5,500,000 | Tax Exempt Fixed Rate (BQ) | July 1, 2045 Final Maturity

Financial Institution	Proposed Interest Rate	Bank Costs	Prepay Penalty?	Conditions/Comments
TD Public Finance	(A) 20-Year **3.99%*** (B) 20-Year **4.02%*** (C) 20-Year **4.10%*** **Indicative as of 10/15/2025*	Lender's counsel: $7,500	(A) Greater of (i) 1% times principal balance times remaining term and (ii) make-whole. Additionally, up to 25% of balance can be prepaid without penalty annually. (B) After 7/1/2033 (8-year lock-out) the loan can be prepaid without penalty. (C) Prepayable at any time in whole or part without penalty	1. Option A rate to be determined based on FHLB Reg. 20-20 years structure +0.33%. Option A rate to be determined based on FHLB Reg. 20-20 years structure +0.36%. Option C rate to be determined based on FHLB Reg. 20-20 years structure +0.44%. Rate will be determined at the earlier of closing or the rate lock date. Rate lock can be entered and held through closing once structure is relatively final. No rate lock agreement required, only correspondence (email, conference call, or otherwise) between lender and borrower. 2. 30/360 day count method. 3. Default rate of WSJ Prime Rate + 6%, with a WSJ Prime floor of 3%. 4. Late charges for payment more than 15-days subject to 6% overdue payment charge. 5. Audit within 270-days of FYE, budget as soon as available or not more than 60-days of FYE, and additional information as reasonably requested. 6. Facility will contain affirmative and negative covenants appropriate for borrower and facility. 7. Gross-up for event of taxability or loss of bank qualified status. 8. Most favored nations for parity debt. ***(Clarification: Requirement limited to GO debt).*** 9. Borrower shall maintain a public debt rating. Withdrawal or suspension shall be an event of default. A minimum rating of Baa1/BBB+/BBB+ shall be maintained. ***(Clarification: Requirement can be removed).*** 10. Acceleration shall be a remedy of default so long as other debt has right. ***(Clarification: Requirement can be limited to other GO debt).*** 11. Lender's counsel fee shall be payable whether or not loan has closed. 12. Term sheet subject to award/acceptance and is contingent on closing around 11/14/2025. 13. Subject to final credit approval.
Truist Commercial Equity	(A) 20-Year with 13-Year Put **4.17%** (B) 20-Year with 10-Year Put **4.15%** (C) 20-Year with 10-Year Put **4.03%** (D) 20-Year with 7-Year Put **3.93%** (E) 20-Year with 5-Year Put **3.73%**	Lender's counsel fees of $7,500	(A) Make-whole prior to 7/1/2035, then prepay without penalty (B) Make-whole prior to 7/1/2032, then prepay without penalty (C) Make-whole prior to 7/1/2030, then prepay without penalty (D) Make-whole prior to 7/1/2030, then prepay without penalty (E) Make-whole prior to 7/1/2028, then prepay without penalty	1. Interest rates valid through 12/13/2025 2. Any proceeds not advance to borrower at closing can be held with Truist. 3. 30/360 day count method. 4. On Put date, borrower shall be obligated to pay or purchase the note. Lender may provide 120-notice in advance that it will extend; failure to provide notice shall mean that the term has not been extended and the borrower shall be obligated to pay the note in full on the put date. 5. Default rate lesser of Prime +3% 6. Gross-up for event of taxability. 7. Audit within 270-days of FYE and budget within 30-days of approval. 8. Term sheet shall expire 10/28/2025 unless accepted by the City. 9. Term sheet not a commitment.

City of New Smyrna Beach, Florida *revised*
Summary of Bank Loan Proposals | Due October 15, 2025
(General Obligation)
Not-to-Exceed $5,500,000 | Tax Exempt Fixed Rate (BQ) | July 1, 2045 Final Maturity

Financial Institution	Proposed Interest Rate	Bank Costs	Prepay Penalty?	Conditions/Comments
Webster Bank	20-Year **4.32%**	Lender's fees and counsel not to exceed $5,000	Not prepayable for during Years 1-5, then prepayable on any payment date with a 2% penalty in Years 6-7, with a 1% penalty in Years 8-9, and without penalty after Year 9.	1. Interest rate valid through 11/14/2025. 2. If applicable, note will be designated as bank qualified or non-bank qualified. 3. Loan proceeds may be funded into escrow with disbursements made as needed. Escrow may be set up with bank of borrower's choice. 4. Reserves right without consent to assign, transfer, or convey the Loan or interest therein only to affiliate or banks, insurance companies or other financial institutions and their affiliates. 5. Unless accept by borrower or extended by bank, term sheet expires on 10/17/2025. 6. Subject to final credit approval. For diligence, Lender will require three most recent audited financial statements, budget, and other reasonably request information.

Preliminary Comparison of 20-Year Options Only

Financial Institution	Interest Rate	Project Fund Deposit	Maximum Annual Debt Service	Total Debt Service
Capital One Public Funding	4.55%*	$5,445,250	$418,276	$8,356,902
Pinnacle Bank	4.69%	$5,442,750	$423,159	$8,454,093
TD Public Finance – Option A	3.99%*	$5,442,750	$399,099	$7,971,887
TD Public Finance – Option B	4.02%*	$5,442,750	$400,168	$7,992,201
TD Public Finance – Option C	4.10%*	$5,442,750	$402,840	$8,046,881
Webster Bank	4.32%	$5,445,250	$410,368	$8,197,756

*Indicative interest rate.
-Analysis is preliminary and subject to change.
-Assumes borrowing of $5,500,000, closing on 11/14/2025, a final maturity of 7/1/2045, and level fiscal year debt service.
-Assumes proposed interest rates, including stated indicative rates, for the full term.

Memorandum

Joel Tindal
Managing Director

Date: October 16, 2025

To: Ronald Neibert, Jo-Anne Drury, Sheliza Bhola
City of New Smyrna Beach, Florida

Subject: City of New Smyrna Beach, Florida
General Obligation Note, Series 2025 – Bank Loan RFP

Hilltop Securities Inc. ("HilltopSecurities"), as Financial Advisor to the City of New Smyrna Beach, Florida (the "City"), assisted the City with its request for bank loan proposals (the "RFP") for a fixed-rate, tax-exempt loan in an amount non-to-exceed $5,500,000 with a final term of July 2045. The City posted the RFP on OpenGov. Proceeds of the loan will be used to (a) finance and/or reimburse the cost of acquisition of lands along the Turnbull Creek Watershed and (b) to fund the issuance costs associated with the loan. The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal, interest, and redemption premiums, if any on the loan. The City shall, each year, levy and collect a direct ad valorem tax, without limitation as to the rate or amount, on all taxable property within the City sufficient to pay the debt service on the loan for such year.

By the stated RFP deadline on October 15, 2025, the City received a total of five (5) responses. Proposals were received from 1) Capital One Public Funding, 2) Pinnacle Bank, 3) TD Public Finance, 4) Truist Commercial Equity, and 5) Webster Bank. In reviewing the responses, special attention was given to a) the structure of the financing, b) the proposed interest rate and whether it was locked through the anticipated closing date, 3) prepayment provisions, and 4) required covenants and conditions.

Recommendation. After reviewing the RFP responses, and after receiving additional clarification on certain covenants and conditions in the TD Public Finance proposal, it is HilltopSecurities' opinion that the TD Public Finance proposal (No Prepayment Penalty option) is the best overall proposal. This proposal provides for a competitive fixed interest rate for full 20-year term requested (indicative rate of 4.10% as of October 15, 2025), the ability to prepay without penalty at any time prior to maturity, and additionally allows the City to hold the then current interest rate upon selection/recommendation through the expected closing date without a rate lock agreement.

Attachment(s): Summary of Bank Loan Proposals

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but Hilltop Securities Inc. does not warrant its completeness or accuracy, prices and availability are subject to change without notice. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

Hilltop Securities Inc.
450 South Orange Ave, Suite 225
Orlando, Florida 32801

direct 407.426.9611
joel.tindal@hilltopsecurities.com
HilltopSecurities.com

TD Bank, N.A.
255 Alhambra Circle
Coral Gables, FL 33134
Tel: 786-306-7404
Lance.Aylsworth@td.com

October 15, 2025

City of New Smyrna Beach
Attn: Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654

Submitted through the City's e-Procurement Portal.

RE: City of New Smyrna Beach, Florida – RFP 27-25-FIN Tax-Exempt General Obligation Note

Good afternoon,

In response to the above referenced RFP, TD Bank, N.A. (the "Bank") through its wholly owned subsidiary TD Public Finance LLC (the "Purchaser"), is pleased to submit the following proposal to the City of New Smyrna Beach, Florida ("City" or "Borrower") for a General Obligation Bond, Series 2025.

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK/PURCHASER'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank/Purchaser has not approved the Credit Accommodation. The Bank/Purchaser shall not be liable to the City or any other person for any losses, damages, or consequential damages which may result from the City's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors, and agents.

The Bank/Purchaser's Loan Proposal is subject to recommendation for award/acceptance by the City and is contingent upon a Loan Closing with mutually acceptable documents between the City and Purchaser around estimated closing date of November 14, 2025, unless otherwise negotiated between the Parties.

Accepted on this __ day of _____, 2025:

City of New Smyrna Beach, Florida

By:_____

Name:_____

Title:_____

Very truly yours,
TD Public Finance LLC
(Wholly owned subsidiary of TD Bank, NA)

By:_____.
Lance Aylsworth
VP / Senior Relationship Manager

Choose either Closed or Open Prepayment options by placing an **(X)** in preceding space:
(20yr Term) Prepayment options: ___ Closed or ____ Open after 8th year (7/1/2033) or ___ Fully Open

Summary of Terms and Conditions
For Discussion Purposes Only
City of New Smyrna Beach, Florida
October 15, 2025
Aggregate amount of all Credit Facility options shall not exceed $5,500,000.
(Direct Purchase Loan)

Borrower: City of New Smyrna Beach, Florida (the "Borrower").

Bond Purchaser: TD Public Finance LLC (the "Purchaser"). (A wholly owned subsidiary of TD Bank, N.A.)

Facility: Direct Purchase of Tax-Exempt General Obligation Bond, Series 2025 (the "Bond") to be purchased by the Purchaser pursuant to the terms of an acceptable Resolution between the Borrower and the Purchaser (the "Credit Facility").

Purpose: The proposed Series 2025 Bond will be used to: a) finance and/or reimburse the cost of acquisition of lands along the Turnbull Creek Watershed and b) to fund the issuance costs associated with the Loan.

Amount: Not to exceed $5,500,000.

Security: The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal, interest, and redemption premiums, if any on the Note.

Term: ~20-years – Maturity date will be July 1, 2045.

Repayment: Interest payments on the outstanding principal balance of the term loan will be calculated on a 30/360-day basis and will be paid semiannually on January 1st and July 1st, commencing January 1, 2026. The principal amount of the Bond will be payable annually, commencing July 1, 2026. See Appendix A for preliminary principal amortization schedule.

Interest Rate: The following fixed rate options are offered:

20-year options - Tax-Exempt Fixed Rate Option Tax-exempt fixed rate of interest as detailed below.

Term (Years)	Interest Rate*
20yrs – Closed w/ no prepayment penalty annually up to 25% of principal balance. (see Closed Prepayment below)	3.99%
20yrs – Open w/ no prepayment penalty at any time after 8yr Lock-Out. (see Open Prepayment after 8yr Lock-Out)	4.02%
20yrs – Open w/ no prepayment penalty at any time. (see Fully Open Prepayment below)	4.10%

Formula: **Closed** tax-exempt fixed rate of interest to be determined by taking the prevailing 20-20 years structure of Reg. Federal Home Loan Bank (FHLB) Boston Amortizing Advances (4.72% on 10/15/25) plus 0.33% (33 basis points) and multiplying its sum by the tax-exempt factor of 79%. The FHLB Interest Rate is provided in the website link below:
https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing

* The fixed rates are provided as an indication of the rates as of 10/15/25 and are subject to change based on changes in market rates based on the formula above prior to the earlier occurring of (i) the closing date or (ii) the date on which the Purchaser and the Borrower enter a Rate Lock (preferably with 24-hour notification). Rate Lock can be entered into and **held through expected closing date** (+/- 30 days) once Bank/Purchaser has been selected/recommended for award and repayment structure (nominal amount, prepayment option selected, and amortization schedule) is in near final form (within 5% deviation). There will be no Rate Lock Agreement other than correspondence (email, conference call, or otherwise) between Purchaser and authorized party of Borrower.

Prepayment:

Closed Prepayment: Anytime on a calendar year annual basis with thirty (30) days prior written notice, a **prepayment up to 25% of the remaining principal balance can be made to the 2025 Bond without penalty**. At the time of any full or partial prepayment **exceeding 25%** of the principal balance annually, a "Yield Maintenance Fee" on the total amount of prepayment in an amount computed as follows will apply:

To reiterate, the Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank/Purchaser. In the event of any prepayment of the Bond **above 25%** of principal balance annually, whether by voluntary prepayment, acceleration, or otherwise, the Borrower shall, at the option of the Purchaser or Purchaser, pay a "fixed rate prepayment charge" on the total prepayment amount equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Purchaser upon prepayment of the principal of the Bond plus any accrued interest due as of the prepayment date and is expressed in the following calculation:
Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due.
"Remaining Term" as used herein shall mean the earlier of (a) the Mandatory Tender Date or (b) to Final Maturity.

Open Prepayment after 8yr Lock-Out:
After the 8th year principal payment on 7/1/2033 (8yr Lock-Out), the Bond may be prepaid at any time in whole or in part without prepayment penalty upon thirty (30) days prior written notice.

Borrower can elect to have an "Open" prepayment penalty associated with the Loan by adding a premium of **3** basis points to the quoted proposed Closed Rate above.

Fully Open Prepayment:
The Bond may be prepaid at any time in whole or in part without prepayment penalty upon thirty (30) days prior written notice.

Borrower can elect to have a fully "Open" prepayment penalty associated with the Loan by adding a premium of **11** basis points to the quoted proposed Closed Rate above.

Default Rate: The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal, with Prime Floor of 3%.

Late Fee: If any payment due to the Bank/Purchaser is more than fifteen (15) days overdue, a late charge payment of six percent (6%) of the overdue payment shall be assessed.

Legal Opinion: Prior to closing, there shall be delivered to the Purchaser an opinion of Bond Counsel acceptable to the Purchaser covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939, and (5) the interest on the Bond is excludable from the gross income of the Purchaser and that the Loan is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B) of the Code. An opinion of counsel to the City in form and substance satisfactory to the Purchaser.

Financial Covenants: All standard covenants and provisions shall be applicable to the Term Loan.

Financial Reporting: The Credit Facility shall include the following reporting requirements:

Types of Report(s)	Frequency	Due Date
Audited Financial Statements	Annual	Within 270 days of Borrower's Fiscal Year End.
Annual Budget	Annual	As soon as available or not more than 60 days of Borrower's fiscal year end.

The Purchaser reserves the right to request additional financial information to supplement or verify certain financial assumptions and/or verify the creditworthiness of the Borrower.

Representations And Warranties: The Credit Facility shall include Representations and Warranties appropriate for facilities of this type, size, and purpose and generally consistent with the Borrower's existing facilities, including, but not limited to, the following: no material adverse change, true and accurate financial statements, no material litigation, requisite insurance, enforceability, no events of default, government consents, solvency, compliance with tax law and maintenance of tax-exempt status, compliance with environmental law and full disclosure of environmental matters.

Other Covenants: In addition to the terms and conditions outlined herein, the Credit Facility will contain affirmative and negative covenants appropriate for a borrower and a financing of this type and generally consistent with the Borrower's existing credit, liquidity and direct purchase facilities and such covenants shall include: no material amendments to, or terminations or substitutions to, the transaction documents.

Events of Default: The Credit Facility shall include, but will not be limited to, the following Events of Default:

(1) Breach of representation or warranties.
(2) Violation of covenants.
(3) Bankruptcy or insolvency.
(4) Payment default.

Other Conditions: Closing of the Purchaser's Credit Facility shall be contingent on the following conditions:

1. Documents for the tax-exempt facility will include taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable facility rate should the IRS deem the Bond to be a taxable facility solely due to events associated with **action or inaction** of Borrower or loss of Bank qualified status under Section 265(b)(3) of the Code.
2. Borrower agrees to provide any supporting document that may be required so the Purchaser can qualify the Facility.
3. No Material Adverse Change to the Borrower.
4. If the Borrower provides more restrictive covenants or additional rights and remedies to any other parity bondholder or lender, then the Bank/Purchaser shall have the same covenants, rights, and remedies.
5. Standard rights and remedies including acceleration, only in the event provided to another lender, to be included in loan terms.
6. Borrower shall maintain a Public Debt Rating throughout the life of the loan. Withdrawal or suspension shall be an Event of Default. During the life of the Loan, a minimum Public Debt Rating (PDR) of Baa1/BBB+/BBB+ shall be maintained.
7. The implementation of certain terms, conditions, covenants, or other non-material changes to the proposed Credit Accommodation required as part of the Purchaser's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
8. Other covenants, limitations, and requirements consistent with financings of this type.
9. All standard representations, warranties, rights, and remedies in the event of default acceptable to the Purchaser.
10. All legal matters and documentation to be executed in connection with the proposed Credit Accommodation contemplated shall be satisfactory in form and substance to the Purchaser and counsel to the Purchaser.
11. The Purchaser shall not be required to enter the proposed Credit Facility until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary

documentation reasonably acceptable to the Purchaser and its counsel. Furthermore, certain assumptions are made regarding this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.

No Advisory or Fiduciary Role: The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between the Borrower and Purchaser in which Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Purchaser has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Purchaser has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Fees and Expenses: The Borrower(s) shall pay to the Purchaser on demand all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation, and other expenses) incurred or paid by the Purchaser in connection with the preparation, review, administration, and enforcement of all documents related to the Credit Facilities, regardless of whether this transaction closes.

The Purchaser expects to utilize Michael Wiener at Holland & Knight LLP as counsel to represent the Purchaser and review the applicable Credit Facility documents drafted by Bond Counsel. For the Credit Facility, legal fees are estimated at **$7,500.00** plus disbursements, if applicable and shall be paid by the Borrower, whether or not the Loan described herein is closed.

Michael Wiener, Partner
Holland & Knight LLP
100 North Tampa Street, Suite 4100 | Tampa, Florida 33602
Phone 863.499.5362 | Fax 813.229.0134
michael.wiener@hklaw.com | www.hklaw.com

Governing Law: State of Florida.

Waiver of Jury Trial: The Borrower shall waive its right to a trial by jury.

Confidentiality: These Summary of Terms and Conditions contain confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Bond or as may be required by law, the contents of this proposal may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Bond.

Patriot Act Notice: The Bank/Purchaser is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank/Purchaser to identify the Borrower in accordance with the Act.

These Summary of Terms and Conditions are provided for discussion purposes only, are not binding on any party, and therefore, do not constitute a commitment to lend by the Bank/Purchaser. The Summary of Terms and Conditions are intended to be merely a summary of the provisions by which the Bank/Purchaser has contemplated the proposed financing, and, therefore, do not include all of the terms and conditions that would be included in definitive documentation required by the Bank/Purchaser to execute the proposed transaction. Consequently, the terms proposed herein are provided for the purpose of discussion for a period of 30 days following the date of this letter, unless otherwise extended in writing by the Bank/Purchaser. Any extension of credit is subject to final credit approval through the Bank/Purchaser's normal approval process. If credit is offered in the future, the required terms and conditions will be made in writing and may differ substantially from those contained in this proposal.

APPENDIX A
Preliminary Amortization Schedule

Payment Date	Principal*
7/1/2026	$259,000
7/1/2027	180,000
7/1/2028	188,000
7/1/2029	197,000
7/1/2030	206,000
7/1/2031	215,000
7/1/2032	225,000
7/1/2033	235,000
7/1/2034	245,000
7/1/2035	256,000
7/1/2036	268,000
7/1/2037	280,000
7/1/2038	293,000
7/1/2039	306,000
7/1/2040	320,000
7/1/2041	334,000
7/1/2042	349,000
7/1/2043	365,000
7/1/2044	381,000
7/1/2045	398,000
Total	$5,500,000

*Preliminary and subject to change.

City of New Smyrna Beach

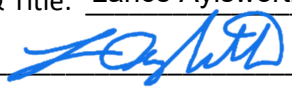
Proposal Response:

Tax-Exempt General Obligation Note

Project ID: **RFP 27-25-FIN**

Company Name: TD Bank, N.A.

Print Authorized Officer Name & Title: Lance Aylsworth, Vice President

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: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
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	✓

* As per Addendum 1 - RFP 27-25-FIN, Tax-exempt General Obligation Note - October 9, 2025 #7. City Answer: Yes, the forms can be completed upon award.

City of New Smyrna Beach

RFP 27-25-FIN, Tax-Exempt General Obligation Note

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 #
Lance Aylsworth	Vice President	786-306-7404

Lance Aylsworth
Print Name

 / VP
Signature/Title)

TD Bank, N.A.
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: 01-0137770

VENDOR INFORMATION

Project ID:	RFP 27-25-FIN
Project Title:	Tax-Exempt General Obligation Note

Respondent Information	
Company Name: TD Bank, N.A.	Federal Employer Identification Number or SS Number: FEIN: 01-0137770 DUN Number:
Mailing Address 255 Alhambra Circle, 12th Floor Coral Gables, FL 33134	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address: Two Portland Square Portland, ME 04112	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: Q08000000062
Telephone No. 786-306-7404	
Email Address: lance.aylsworth@td.com	
If remittance address is different from the mailing address so indicate below.	
TBD	
Public Corporation - NYSE:TD TD Bank, NA is owned by Toronto-Dominion Bank President: _____	List Principals (Print): Vice President: _____
Secretary: _____	Treasurer: _____
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.

_____
Authorized Signature

Lance Aylsworth
Printed Name

Title: Vice President

Date: 10-15-25

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: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TD Bank, N.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) 11

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2035 Limestone Road

Requester's name and address (optional)

6 City, state, and ZIP code

Wilmington, DE 19808

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	1	3	7	7	7	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 ▶ [signature] Date ▶ 10/3/22

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

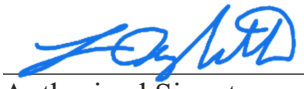
PUBLIC ENTITY CRIME INFORMATION STATEMENT

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.



, Vice President

Authorized Signature and Title

Date: 10-1-25

Lance Aylsworth, Vice President

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 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_____NO X_____

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.

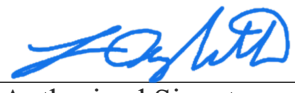
I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

TD Public Finance, LLC (a wholly owned subsidiary of TD Bank, NA) — Firm

10-15-25 — Date



Authorized Signature and Title

Lance Aylsworth, Vice President — Printed or Typed 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 Lance Aylsworth, Vice President
(Print Individual's Name and Title)
for TD Public Finance, LLC (a wholly owned subsidiary of TD Bank, NA)
(Print Name of Entity Submitting Sworn Statement)
whose business is Banking

and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0137770

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 _____ day of _____, _____.

Personally known _____

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of _____

My commission expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, 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

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

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: _____

Print Name: _____

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

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

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 _____ ("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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 27-25-FIN, Tax-Exempt General Obligation Note.**
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.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

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

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

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		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

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: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title 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: TD Bank, N.A.

FEIN: 01-0137770

Authorized Representative Name and Title: Lance Aylsworth, Vice President

Address: 255 Alhambra Circle

City: Coral Gables State: FL Zip: 33134

Phone Number: 786-306-7404 Email Address: lance.aylsworth@td.com

Certified By: Lance Aylsworth, Vice President,
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
RFP 27-25-FIN, Tax-exempt General Obligation Note
October 9, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFP 27-25-FIN, Tax-exempt General Obligation Note, issued September 26, 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 provide detail on the use of the subject land/acquisition.

   Answer: The land will be put into conservation per the voter referendum.

2. **Question:** Hurricane updates: I didn't see any references to Hurricane Milton in the FY24 ACFR, FY25 budget or FY26 budget but there are online sources referencing significant flooding in the area.

   Answer: Hurricane Milton resulted in debris removal, some flooding and damage to City property at the golf course, sports complex and airport. All of which is covered by insurance and FEMA.

3. **Question:** Please provide information regarding costs associated with Hurricane Milton clean-up and potential FEMA reimbursements.

   Answer: We have incurred $1.3 million in Hurricane Milton expenses, all of which will be reimbursed by FEMA or insurance.

4. **Question:** Has there been any new debt issued after 9/30/24? If so, please specify.

   Answer: There were some small equipment financings for golf carts, a golf picker and vehicles. The cumulative total of these financings was $335,000.

5. **Question:** If there are other future planned debt issuances or changes in the capital improvement plan, please provide additional detail.

   Answer: No additional borrowings are planned for the next 12-24 months.

6. **Question:** Would the city consider a 15-year amortization schedule/structure?

   Answer: The City's preference is for a 20-year amortization.

7. **Question:** Can all the required forms and notarizations be completed should we be awarded the transaction as opposed to in advance? There are items in there that assume we are being awarded the transaction.?

   Answer: Yes, the forms can be completed upon award.

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): Lance Aylsworth Proposer Signature: 

TD Bank, NA

Firm Name (Please Print)

Detail by Entity Name

Designation of Agent
TD BANK, NATIONAL ASSOCIATION

Filing Information

Document Number	Q08000000062
FEI/EIN Number	01-0137770
Date Filed	07/28/2008
State	NA
Status	ACTIVE

Principal Address

TWO PORTLAND SQUARE
PORTLAND, ME 04112

Mailing Address

TWO PORTLAND SQUARE
PORTLAND, ME 04112

Registered Agent Name & Address

UNITED STATES CORPORATION COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

07/28/2008 -- Designation of Agent View image in PDF format

TD Bank, N.A.
255 Alhambra Circle
Coral Gables, FL 33134
Tel: 786-306-7404
Lance.Aylsworth@td.com

October 15, 2025

City of New Smyrna Beach
Attn: Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654

Submitted through the City's e-Procurement Portal.

RE: City of New Smyrna Beach, Florida – RFP 27-25-FIN Tax-Exempt General Obligation Note

Good afternoon,

No potential conflicts of interest exist.

Very truly yours,

TD Public Finance LLC
(Wholly owned subsidiary of TD Bank, NA)

By:  .

Lance Aylsworth
VP / Senior Relationship Manager

LOAN AGREEMENT

dated November 14, 2025

by and between

THE CITY OF NEW SMYRNA BEACH
(the "City")
and

TD PUBLIC FINANCE LLC
(the "Lender")

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EXHIBIT A - FORM OF NOTE A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "**Agreement**"), made and entered as of the 14th day of November, 2025, by and between **THE CITY OF NEW SMYRNA BEACH, FLORIDA** (the "**City**"), a municipal corporation of the State of Florida, and **TD PUBLIC FINANCE LLC,** a Delaware limited liability company and its successors and assigns (the "**Lender**").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in **Article I** of this Agreement; and

WHEREAS, the City, pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, Resolution No. 29-18 duly adopted by the City Commission on August 14, 2018 (the "Bond Resolution"), Resolution No. ____-25 duly adopted by the City on November 11, 2025, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act") is authorized to borrow money (i) to finance the costs of the acquisition of lands along the Turnbull Creek Watershed (the "Project") and (ii) to pay the costs of issuance of the Note; and

WHEREAS, the City issued a request for proposals and received proposals from various financial institutions to loan funds to the City for the purpose of financing the Project (the "**Loan**"); and

WHEREAS, following review and recommendation from Hilltop Securities Inc., the City's municipal advisor, and the City staff, the City Commission has determined that the Lender submitted the proposal with terms and provisions most favorable to the City; and

WHEREAS, the Lender is willing to provide the Loan to the City as provided herein, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINITION OF TERMS

Section 1.01. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Authorized Investments" shall mean investments made by the City in accordance with the City's investment policy.

"Authorized Officer of the City" shall mean the Finance Director or the City Manager of the City or such officer's designee.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in the State of Florida are authorized or required to be closed.

"City" shall mean the City of New Smyrna Beach, Florida, a municipal corporation of the State of Florida.

"City Clerk" shall mean the City Clerk of the City, or the City Clerk's designee.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Date of Delivery" shall mean November 14, 2025.

"Debt Service" means principal of and interest on the Note, and other debt related costs, due in connection with the Note and this Agreement.

"Debt Service Fund" means the City of New Smyrna Beach, Florida General Obligation Note, Series 2025 Debt Service Fund created under the Note Resolution.

"Default Rate" means, for any day, the per annum interest rate equal to the sum of (i) the prime rate quoted in the Wall Street Journal (but in no event less than three percent (3.00%)), plus (ii) six percent (6.00%).

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Fiscal Year" shall mean the twelve-month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Lender" shall mean TD Public Finance LLC and its successors or assigns.

"Loan" shall have the meaning given in the recitals.

"Maturity Date" shall mean July 1, 2045.

"Maximum Rate" means the maximum rate of interest permitted under applicable law.

"Municipal Advisor" shall mean the City's municipal advisor, Hilltop Securities Inc.

"Note" shall mean the City of New Smyrna Beach, Florida General Obligation Note, Series 2025 issued by the City under the Note Resolution and this Agreement to evidence amounts due under this Agreement, the form of which is attached hereto as Exhibit A.

"Note Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

"Noteholder," "Owner" or "Holder" shall mean the Lender as the purchaser and initial holder of the Note and any subsequent registered holder of the Note.

"Note Rate" shall mean the rate of interest to be borne by the Note, which shall be a fixed rate equal to _____% subject to adjustment as provided in Section 3.03 or Section 5.01 hereof.

"Note Resolution" shall mean the Resolution ___-25 adopted by the City Commission of the City on November 11, 2025, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

"Pledged Revenues" shall mean ad valorem taxes levied and collected on all taxable property in the City for the payment of the Note as authorized by the Referendum.

"Project" means the acquisition of lands along the Turnbull Creek Watershed and paying certain costs of issuance of the Note.

"Referendum" means the referendum election held by the City on November 6, 2018 wherein a majority of the qualified electors voting in such election approved the issuance of general obligation bonds to finance the Project.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meanings ascribed to such terms in the Note Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full legal right, power and authority to adopt the Note Resolution, to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound. All conditions precedent to the execution and delivery of this Agreement and the issuance of the Note have been satisfied.

(b) Validity, Etc. This Agreement, the Note and the Note Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. There are no actions, proceedings or investigations pending against the City or affecting the City (or any basis therefor known to the City) which, either in any case or in the aggregate, might result in any material adverse change in the financial condition, business, prospects, affairs or operations of the City or in any of its properties or assets, or in any material impairment of the right or ability of the City to carry on its operations as now conducted or proposed to be conducted, or in any material liability on the part of the City and none which questions the validity of this Agreement, the Note or the Note Resolution or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

(d) Pledged Revenues. The City is legally entitled to levy and pledge the Pledged Revenues in the amounts necessary to pay the Debt Service on the Note and to make the other payments, if any, required under the Note and this Agreement when due. The Pledged Revenues are estimated to be sufficient to pay the Debt Service on the Note and to make the other payments, if any, required under the Note or this Agreement and to make all other payments required to be made from Pledged Revenues as the same become due.

(e) No Litigation. There are no suits or proceedings pending or, to the knowledge of the City, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting the City, which would have a material adverse effect on the ability of City to fulfill its obligations under this Agreement and the Note, contesting the pledge of the Pledged Revenues, the rights of the officers of the City to their

respective offices or which would have a material adverse effect on the condition (financial or otherwise) of the City.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

(a) Existence. The Lender is a limited liability company organized under the laws of the state of Delaware, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Lender and the making of the Loan have been duly authorized by all necessary action on the part of the Lender.

ARTICLE III
THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Lender shall provide the Loan to the City in the aggregate principal amount of Five Million Five Hundred Thousand Dollars ($5,500,000). The proceeds of the Loan shall be used to finance the Project and to pay the costs of issuance thereof.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The Note shall have a principal amount of Five Million Five Hundred Thousand Dollars ($5,500,000).

(b) Interest. The Note shall bear interest at the Note Rate from the Date of Delivery until paid. Interest on the Note shall be computed on the basis of twelve (12) thirty (30) day months and a 360-day year. Anything provided herein or in the Note to the contrary notwithstanding, in no event shall the Note bear interest in excess of the Maximum Rate.

(c) Payments. Interest on the Note shall be paid semi-annually on every January 1 and July 1, commencing January 1, 2026 until the Note is paid in full. Principal on the Note shall be paid in annual installments beginning July 1, 2026, and thereafter on each July 1 without presentation of the Note, except with respect to the final payment of principal. Principal payments on the Note shall be paid as set forth on Schedule I attached to the Note, subject to prepayment by the City prior to the Note's maturity as provided in subsection 3.02(d) below. Any payment due on the Note and not paid within fifteen (15) days of the date due may be subject to a late payment fee of six percent (6.00%) of the payment amount not received when due.

(d) Prepayment. The City may prepay the Note in whole or in part, at any time, without a prepayment premium or penalty upon thirty (30) days prior written notice to Lender. Partial prepayments shall be applied in inverse order of principal payment installments.

Section 3.03. Adjustments to Note Rate. In the event of a Determination of Taxability due to any actions or inactions of the City, the Note Rate payable on the Note shall be subject to

a full gross-up modification, at the rate of _____% (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on the Note is includable in the gross income of the Owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service or a final decree or judgment of any federal court that the interest on the Note is includable in the gross income of the Owner thereof; or (c) receipt by the City or Owner of a written opinion of Note Counsel to the effect that the interest on the Note has become includable in the gross income of the Owner thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on the Note is deemed includable in the gross income of the Owner thereof for federal income tax purposes.

In the event the Note is determined not to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code, the Note Rate shall be adjusted to _____% per annum.

During the occurrence and continuation of an Event of Default, the Note Rate shall be increased to the Default Rate.

The Holder shall provide to the City such documentation to evidence any adjustment to the Note Rate and the calculations made in connection therewith. All calculations and determinations by the Holder of the amounts payable pursuant to the Note Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive, absent manifest arithmetic error.

Section 3.04. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.05. Conditions Precedent to Funding. Prior to or simultaneously with the delivery of the Note by the City there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of counsel to the City to the effect that (i) the City is a municipal corporation within the State of Florida, duly created and validly existing and has full legal right,

power and authority to adopt and perform its obligations under the Note Resolution, and to authorize, execute and deliver and to perform its obligations under this Agreement and the Note; (ii) the City has duly adopted the Note Resolution, entered into this Agreement and issued the Note, and such instruments constitute legal, binding and valid obligations of the City, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion; (iii) except for post-closing disclosures to be filed with the State Division of Bond Finance and Form 8038-G to be filed with the Internal Revenue Service, all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities required for the City's adoption, execution, approval and performance of this Agreement, the Note and the Note Resolution have been obtained, provided that no opinion shall be required with respect to any authorizations, consents, approvals or reviews required by the securities laws of the United States of America or of any state, or of any other jurisdiction; (iv) the meetings of the City during which matters relating to the Note, the Note Resolution and this Agreement were considered and were held in accordance with all applicable rules and all of the laws of the State that govern the meetings of the City; (v) the adoption of the Note Resolution and the authorization, execution and delivery of this Agreement and the Note, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City is subject nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, resolution or instrument, except as expressly provided by the Note Resolution; (vi) this Agreement and the Note have been duly executed and delivered and the City is in compliance with all conditions contained in the Note Resolution and this Agreement precedent to the issuance of the Note; (vii) as of the Date of Delivery that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the City Attorney's knowledge, threatened against the City, affecting or seeking to prohibit, restrain or enjoin the City from adopting the Note Resolution, entering into this Agreement or the issuance or delivery of the Note or contesting or affecting as to the City the validity or enforceability of the Act in any respect relating to the authorization of this Agreement or authorization for the issuance of the Note and the Note Resolution, or contesting the tax-exempt status of interest on the Note, or contesting the powers of the City to impose, levy or collect the Pledged Revenues as provided herein or any authority for the issuance of the Note or the adoption of the Note Resolution or the referendum proceedings, contesting the rights of the officers of the City to their respective offices, or which would have material adverse effect on the operations (financial or otherwise) of the City; and (viii) the pledging of the ad valorem taxes to the payment of the Note was approved by properly noticed, called and held referenda on November 16, 2018 (the "Referenda"). Notwithstanding the foregoing, no opinion shall be required as to the applicability of any approvals, consents or orders as may be required under the blue sky or securities laws or legal investment laws of any state in connection with the offering and sale of the Note or in connection with the registration of the Note under the Federal securities laws.

(b) an opinion of Note Counsel (who may rely on the opinion of Counsel to the City), stating that such counsel is of the opinion that: (i) the Note Resolution and this Agreement constitute valid and binding obligations of the City enforceable upon the City in accordance with their respective terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided therefor in the Note Resolution and this Agreement, (iii) the Note is exempt from registration under the Securities Act of 1933 and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, (iv) assuming compliance by the City with certain covenants in this Agreement relating to requirements contained in the Code, interest on the Note is excluded from gross income for purposes of federal income taxation, and is not an item of tax preference for purposes of the federal alternative minimum tax, and (v) the Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City; and

(d) a certificate of the City indicating that since September 30, 2024, there has been no material adverse change in the financial condition, operations or prospects of the City or laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the City's ability to comply with its obligations hereunder and under the Note.

(e) such other documents as the Lender reasonably may request (including, without limitation, appropriate executed Florida Division of Bond Finance forms).

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Lender, and when the Note shall have been executed as required by this Agreement, and all conditions of the Note Resolution have been met, the City shall deliver the Note to or upon the order of the Lender, but only against the City's receipt of the proceeds of the Loan.

Section 3.06. Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Lender or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit "A" to this Agreement. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the City) with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The

Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to affect a transfer of the rights and obligations of the Lender under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of such a mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of a lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an affidavit that such Note is mutilated, lost, stolen or destroyed.

Nothing in this Agreement or in the Note shall be construed to prohibit the Lender from transferring the Note, but only in whole and only in accordance with, and upon receipt by the City of a Lender's Certificate substantially in the form provided in the Note Resolution.

Section 3.07. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.08. Use of Proceeds of Loan Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Loan will be used solely to finance the Project.

ARTICLE IV
COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of the Note. The City promises that it will promptly pay the Debt Service on the Note and all other amounts due under this Agreement at the place, on the dates and in the manner provided in Section 3.02 hereof and in the Note according to the true intent and meaning hereof and thereof.

Section 4.03. General Obligation of the City. The full faith, credit and taxing power of the City shall be and are hereby pledged for the full and prompt payment of the principal, interest, and redemption premiums, if any on the Note. The City shall, each year, levy and collect a direct ad valorem tax, without limitation as to rate or amount, on all taxable property within the City sufficient to pay the Debt Service on the Note for such year. Such tax shall be assessed, levied and collected at the same time and in the same manner as City ad valorem taxes are assessed, levied and collected, and shall be in addition to all other taxes authorized to be levied by the City. The City covenants that it will not accept payment of taxes levied for operating expenses of the City unless there shall be paid at the same time the taxes required by this Agreement.

The City has in the Note Resolution established a special fund designated "City of New Smyrna Beach, Florida General Obligation Note, Series 2025, Debt Service Fund."

All receipts from the ad valorem taxes levied and collected to pay Debt Service on the Note shall, immediately upon receipt thereof, be deposited by the City into the Debt Service Fund. Any money at any time on deposit in the Debt Service Fund shall be expended only to pay the Debt Service on the Note during the current Fiscal Year.

The foregoing provisions notwithstanding, no further deposits shall be required to be made into the Debt Service Fund whenever there shall be on deposit in the Debt Service Fund an amount of money and Authorized Investments equal to all principal and interest due on the Note to the final maturity thereof. At such time as the Note is no longer outstanding, any moneys remaining in the Debt Service Fund may be transferred to the general fund of the City, and shall be used for any lawful purpose. Moneys on deposit in the Debt Service Fund may be invested in Authorized Investments.

The funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. All such funds shall be continuously secured in the manner by which the deposit of City funds are authorized to be secured by the laws of the State of Florida. Earnings on investments in funds and accounts created under this Agreement or the Note Resolution shall be retained in the funds and accounts from which such earnings derive.

Section 4.04. Tax Covenant. The City covenants to the purchaser of the Note provided for in this Agreement that the City will not make any use of the proceeds of the Note at any time during the term of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation

and to ensure the Note would be considered a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

Section 4.05. Budget and Other Financial Information. The City shall:

1. within two hundred seventy (270) days following the end of each Fiscal Year of the City, provide the Noteholder electronically with a copy of the City's audited financial statements for the preceding Fiscal Year;

2. the City shall provide the Lender with a copy of its annual budget as soon as such budget is available but in no event later than sixty (60) days following City's Fiscal Year end; and

3. the City shall provide the Lender with such other financial information as the Lender may reasonably request in writing.

Section 4.06. Audited Financial Statements. The financial statements of the City for its fiscal year ended September 30, 2024, previously provided to the Lender, were prepared in accordance with generally accepted accounting principles and present fairly the financial conditions of the City as of such date and the results of its operations for the period then ended. Since such date there has been no material adverse charge in the financial condition, revenues (including, without limitation, the ad valorem taxes), properties or operations of the City.

Section 4.07. Most Favored Nations. The City covenants and agrees for the benefit of the Lender that if more restrictive covenants or additional rights and remedies, including acceleration shall be granted in favor of holders of any general obligation debt, then, such restrictive covenants or additional rights and remedies, including acceleration shall apply to the Lender as if expressly set forth hereunder and in the Note, during the period of time that such other general obligation debt is outstanding.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

1. payment of the principal of or interest on the Note or other fees or amounts due thereunder or hereunder shall not be made within five (5) days when such amounts are due and payable (a "Monetary Default");

2. the City shall default in the due and punctual performance of any other of the material covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) consecutive days after the earlier of (i) when the City should have provided notice pursuant to Section 6.03 of this Agreement or (ii) written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted

with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased for a period not to exceed 90 days to enable the City to diligently complete such curative action;

3. any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered;

4. any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted;

5. the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

6. the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

7. if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) consecutive days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under Article IV of this Agreement.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts

then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the monies adjudged or decreed to be payable. Notwithstanding anything herein, or in the Note to the contrary, acceleration of the payment of principal of and interest on the Note shall not be a remedy hereunder or in the Note in the case of an Event of Default.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of the Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Noteholder may be exercised from time to time and as often as may be deemed expedient.

The Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Lender hereunder have been paid in full.

Section 6.03. Notice of Changes in Fact. Promptly after the City becomes aware of the same, and within five (5) Business Days, the City will notify the Lender in writing of (a) any changes in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Note, and (b) any default, event or condition that would with the passage of time constitute an Event of Default or an Event Default under this Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposes to take with respect thereto.

Section 6.04. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by the City and the Noteholder. The Resolution may not be amended without the written consent of the Noteholder.

Section 6.05. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

As to the City:

City of New Smyrna Beach, Florida
210 Sams Avenue
New Smyrna Beach, Florida 32168
Attention: City Manager

As to the Lender:

TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134
Email Address: Lance.Aylsworth@TD.com
Attention: Lance Aylsworth
Telephone: (786) 306-7404

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE CITY AND THE LENDER, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE RESOLUTION, THIS AGREEMENT, THE NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDER TO ENTER INTO THIS AGREEMENT.

Section 6.07. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.08. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.09. Business Days. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall not be a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.11. Applicable Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The parties agree that jurisdiction and venue for the enforcement of this Loan Agreement shall be brought in the Seventh Judicial Circuit Court, Volusia County, Florida and in federal courts having jurisdiction in the County.

Section 6.12. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation,

covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.13. Incorporation by Reference. All of the terms and obligations of the Note Resolution and the Exhibit A hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

Section 6.14. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City and (iv) the Lender does not have a fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the City on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Lender that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the City under the loan document; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the Lender. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

Section 6.15. Patriot Act Notice. The Lender hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Patriot Act") it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act.

[This section intentionally left blank. | Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY:

CITY OF NEW SMYRNA BEACH, FLORIDA

(SEAL)

By: _____
Fred Cleveland, Mayor

ATTEST:

By: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Carrie Avallone, City Attorney

[Signature Page | Loan Agreement]

LENDER:

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President

[Signature Page | Loan Agreement]

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE NOTE RESOLUTION (HEREIN DEFINED).

CITY OF NEW SMYRNA BEACH, FLORIDA
GENERAL OBLIGATION NOTE,
SERIES 2025

Principal Sum	Interest Rate	Maturity Date	Date of Issuance
$5,500,000	_____%(subject to adjustment as set forth herein)	July 1, 2045	November 14, 2025

The City of New Smyrna Beach, Florida (the "City"), for value received, hereby promises to pay to the order of TD PUBLIC FINANCE LLC or its successors and assigns (the "Holder"), at 255 Alhambra Circle, Coral Gables, Florida 33134, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above loaned to the City by the Holder pursuant to the Agreement, together with interest thereon as hereinafter provided until the Maturity Date or the date the principal amount of this Note is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

This Note shall bear interest per annum at the rate indicated above which shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. The Interest Rate on this Note is subject to adjustment as provided herein and in the Agreement.

In the event of a Determination of Taxability due to the actions or inactions of the City, the Interest Rate payable on this Note shall be subject to a full gross-up modification, at the rate of _____% (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay

to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on this Note is includable in the gross income of the Owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service or a final decree or judgment of any federal court that the interest on this Note is includable in the gross income of the Owner thereof; or (c) receipt by the City or Owner of a written opinion of Note Counsel to the effect that the interest on this Note has become includable in the gross income of the Owner thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner thereof for federal income tax purposes. In the event the Note is determined not to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code, the Note Rate shall be adjusted to _____% per annum.

The Holder shall provide to the City such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Holder of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

During the occurrence and continuation of an Event of Default, the Interest Rate shall be increased to the Default Rate. Any payment due on this Note and not paid within fifteen (15) days of the date due may be subject to a late payment fee of five percent (6.00%) of the payment amount not received when due.

Interest on this Note shall be paid semi-annually on January 1 and July 1, commencing January 1, 2026 until this Note is paid in full. Principal on this Note shall be paid in annual installments beginning July 1, 2026, and on every July 1 thereafter until the Maturity Date. Principal payments on this Note shall be paid as set forth on Schedule I attached hereto and made a part hereof, subject to prepayment by the City prior to the Note's maturity as provided below.

The City may prepay this Note in whole or in part, at any time, without premium or prepayment penalty upon thirty (30) days prior written notice to Lender.

Notwithstanding any provision in this Note to the contrary, in no event shall the Note bear interest in excess of the Maximum Rate, as defined in the Loan Agreement by and between the Holder and the City, dated November 14, 2025 (the "Agreement").

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the provisions of Section 12, Article VII of the Florida Constitution and the laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, as amended, the City Charter and other applicable provisions of law of the City and Resolution No. ___-25 adopted by the City Commission on November 11, 2025 (the "Note Resolution"), and is subject to all terms and conditions of said Note Resolution and the Agreement for the purpose of financing the acquisition of lands along the Turnbull Creek Watershed and paying the costs of issuance relating thereto.

In the event the Interest Rate exceeds the Maximum Rate, the Note shall continue to bear interest at the Maximum Rate regardless of the reduction of the Interest Rate to a rate less than the Maximum Rate until such time as interest shall accrue on this Note in an amount (the "Excess Interest") that would have accrued thereon had the Interest Rate not been limited by the Maximum Rate.

Upon the occurrence and continuance of an Event of Default the Holder shall have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Note Resolution and the Agreement and reference is hereby made thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the CITY OF NEW SMYRNA BEACH, FLORIDA, has caused this Note to be executed by the Mayor and attested by the City Clerk, manually, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

CITY OF NEW SMYRNA BEACH, FLORIDA

(SEAL)

By: _____
Fred Cleveland, Mayor

ATTEST:

By: _____
Sharon Taylor-Harding, City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____

By:_____

SCHEDULE I

Principal Payment Schedule

July 1	Principal Amount
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	

RESOLUTION NO. 39-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AUTHORIZING A LOAN FROM TD PUBLIC FINANCE LLC, IN AN AGGREGATE PRINCIPAL AMOUNT OF $5,500,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION OF LANDS ALONG THE TURNBULL CREEK WATERSHED; AUTHORIZING THE ACCEPTANCE OF THE LENDER'S PROPOSAL; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CITY OF NEW SMYRNA BEACH, FLORIDA GENERAL OBLIGATION NOTE, SERIES 2025 TO EVIDENCE THE CITY'S OBLIGATIONS UNDER THE LOAN AGREEMENT, SUCH NOTE TO BE AN OBLIGATION OF THE CITY, PAYABLE FROM AD VALOREM TAXATION ON ALL TAXABLE PROPERTY IN THE CITY; DESIGNATING THE NOTE AS A BANK QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "City Commission") of the City of New Smyrna Beach, Florida (the "City") has determined that it is necessary and desirable and in the best interest of the inhabitants of the City to finance the acquisition of lands along the Turnbull Creek Watershed (the "Project"); and

WHEREAS, the City Commission has determined that it is necessary and desirable to finance the Project (the "Loan") and received proposals from financial institutions in response to the City's request for proposals dated September 26, 2025; and

WHEREAS, the City Commission hereby determines, based on recommendations from Hilltop Securities Inc., the City's municipal advisor, and City staff, that the proposal from TD Public Finance LLC (the "Lender") dated October 15, 2025 (the "Proposal") contains the terms and provisions that are most favorable for the City; and

WHEREAS, amounts due under the Loan will be evidenced by the City's General Obligation Note, Series 2025 (the "Note") authorized herein; and

WHEREAS, the debt service on the Note shall be payable from and secured solely by proceeds of the levy of ad valorem property taxes on all taxable property in the City as authorized by the referendum passed on November 6, 2018 (the "Pledged Revenues").

NOW, THEREFORE, IT IS HEREBY ADOPTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 166, Florida Statutes, as amended, Section 12, Article VII of the Florida Constitution, Resolution 29-18 duly adopted by the City Commission on August 14, 2018 (the "Bond Resolution"), the municipal charter of the City, and other applicable provisions of law.

SECTION 2. **RECITALS.** It is hereby found, ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. The City is a duly constituted and validly existing municipal corporation of the State of Florida, with requisite powers derived from the Constitution and Laws of the State of Florida.

C. The issuance of the Note payable from the Pledged Revenues without limit on all taxable property located in the City for purposes of acquiring the Project is in the best interest of the City. The Note shall constitute a direct obligation of the City and pledge of its full faith, credit and taxing power.

D. The City duly held a referendum election on November 6, 2018 wherein a majority of the qualified electors voting in such election approved the issuance of not to exceed $15,000,000 of aggregate principal amount of general obligation bonds to finance the Project.

E. The City previously issued its General Obligation Note, Series 2019 in a principal amount equal to $9,500,000 (the "Series 2019 Note") pursuant to the Bond Resolution as supplemented by Resolution 42-19 duly adopted on August 27, 2019.

F. The City may now issue an additional Note pursuant to the Bond Resolution secured by the Pledged Revenues in an amount that when added to the principal amount of the Series 2019 Note does not exceed $15,000,000 in accordance with the referendum and a resolution adopted by the City Commission.

G. The City solicited bids from qualified financial institutions pursuant to a request for Lender loan proposals and received various bids.

H. The Lender's offer to provide the Loan to the City at the terms set forth in the Proposal and the Loan Agreement, as defined herein, is the best proposal to finance the Project.

I. Because of prevailing conditions in the financial markets, additional savings to be realized from an expeditious sale of the Note and the savings to be realized in a direct placement

versus a competitive sale, it is in the best interest of the City to accept the offer of the Lender to enter into the Loan Agreement and purchase the Note at a negotiated sale. Prior to the issuance of the Note, the City shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit "A" and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit "B".

J. In consideration of the purchase and acceptance by the Lender of the Note authorized to be issued hereunder, this Resolution and the Bond Resolution, together with the terms and provisions of the Loan Agreement, shall constitute a contract between the City and the Lender.

SECTION 3. AUTHORIZATION OF LOAN AGREEMENT. To provide for the security of the Note and to express the contract between the City and the holder thereof, the City does hereby authorize the execution and delivery, on behalf of the City, by the Mayor, under the seal of the City, attested by the City Clerk, of the Loan Agreement by and between the City and the Lender (the "Loan Agreement"). The Loan Agreement shall be in substantially the form attached hereto and marked Exhibit "C" and is hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval of any changes therein to the form of the Loan Agreement attached hereto. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Loan Agreement, there is hereby authorized to be issued the Note to evidence and secure the City's obligations under the Loan Agreement. The Note is authorized to be issued in the aggregate principal amount not to exceed $5,500,000 and subject to the provisions of Section 4 hereof.

SECTION 4. AUTHORIZATION OF THE FINANCING OF THE PROJECT. The financing of the Project is hereby authorized. There is hereby authorized to be issued the "City of New Smyrna Beach, Florida General Obligation Note, Series 2025," in an aggregate principal amount of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS ($5,500,000), which shall evidence and secure amounts outstanding under the Loan Agreement, and will be repaid on July 1, 2045, unless earlier prepaid as provided in the Loan Agreement.

The Note shall be substantially in the form attached to the Loan Agreement, with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Note shall be executed on behalf of the City with the manual signature of the Mayor and attested to by the City Clerk and the official seal of the City and be approved as to form and correctness with the manual signature of the City Attorney. In case any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer of the City before the Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office.

SECTION 5. GENERAL OBLIGATION OF THE CITY. The full faith, credit and taxing power of the City shall be and are hereby pledged for the full and prompt payment of the principal, interest, and redemption premiums, if any on the Note. The City shall, each year, levy and collect a direct ad valorem tax, without limitation as to rate or amount, on all taxable property within the City sufficient to pay the debt service on the Note for such year. Such tax shall be assessed, levied and collected at the same time and in the same manner as City ad

valorem taxes are assessed, levied and collected, and shall be in addition to all other taxes authorized to be levied by the City. The City covenants that it will not accept payment of taxes levied for operating expenses of the City unless there shall be paid at the same time the taxes required by the Bond Resolution and this Resolution.

All receipts from the ad valorem taxes levied and collected to pay debt service on the Note shall, immediately upon receipt thereof, be deposited by the City into the Debt Service Fund, as defined herein. Any money at any time on deposit in the Debt Service Fund shall be expended only to pay the Debt Service (as defined in the Loan Agreement) on the Note during the current Fiscal Year.

The foregoing provisions notwithstanding, no further deposits shall be required to be made into the Debt Service Fund whenever there shall be on deposit in the Debt Service Fund an amount of money and Authorized Investments, as defined in the Loan Agreement, equal to all principal and interest due on the Note to the final maturity thereof. At such time as the Note is no longer outstanding, any moneys remaining in the Debt Service Fund may be transferred to the general fund of the City, and shall be used for any lawful purpose. Moneys on deposit in the Debt Service Fund may be invested in Authorized Investments.

The funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. All such funds shall be continuously secured in the manner by which the deposit of City funds are authorized to be secured by the laws of the State of Florida. Earnings on investments in funds and accounts created under this Resolution shall be retained in the funds and accounts from which such earnings derive.

SECTION 6. PAYMENT OF PRINCIPAL AND INTEREST. The City promises that it will promptly pay the principal of interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and in the Loan Agreement.

The City does hereby create and establish the City of New Smyrna Beach, General Obligation Note, Series 2025 Debt Service Fund (the "Debt Service Fund"). The monies raised by the Pledged Revenues to pay debt service on the Note shall be deposited by the City in the Debt Service Fund. The monies in the Debt Service Fund shall be used solely for the payment of the principal of interest on the Note as the same become due and payable and the registered owners of said Note shall have a first lien on all such monies in the Debt Service Fund until paid and applied in the manner permitted in this Resolution and the Loan Agreement.

SECTION 7. USE OF PROCEEDS. The proceeds of the Note shall be used by the City to finance the Project and to pay the costs of issuance of the Note.

SECTION 8. BANK QUALIFIED. The City hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City and any subordinate entities of the City and any issuer of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2025 to issue more than $10,000,000 of "tax-exempt" obligations including the Note exclusive of any private activity bonds as defined in Section 141(a) of the

Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

SECTION 9. GENERAL AUTHORITY. The members of the City Commission of the City, the City Manager, the City Attorney, the Finance Director and all other of the City's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the initial purchaser of the Note to effectuate the sale of the Note to said initial purchaser.

SECTION 10. PREREQUISITES PERFORMED. The City has performed all acts, conditions, and things relating to the passage of this Resolution as are required by the Bond Resolution, the Constitution, and Laws of the State of Florida.

SECTION 11. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 12. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 13. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 14. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 15. MEMBERS OF THE CITY COMMISSION EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, the Loan Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution, the Loan Agreement or the Note or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution, the Loan Agreement and the issuance of the Note, on the part of the City.

SECTION 16. REPEALER. All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

SECTION 17. NO THIRD-PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the holder of the Note, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the persons who shall from time to time be the holders of the Note.

SECTION 18. CONFLICT BETWEEN DOCUMENTS. To the extent there exists a conflict between the Lender's Proposal and this Resolution, Loan Agreement or the Note, the provisions of this Resolution, the Loan Agreement and the Note shall control.

SECTION 19. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage this 11th day of November, 2025.

CITY OF NEW SMYRNA BEACH, FLORIDA

(SEAL)

By: _____
Fred E. Cleveland, Mayor

ATTEST:

By: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: Carrie Avallone
Carrie Avallone, City Attorney

EXHIBIT A

FORM OF LENDER'S CERTIFICATE

This is to certify that TD Public Finance LLC (the "Lender") has not required the City of New Smyrna Beach, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the $5,500,000 City of New Smyrna Beach, Florida General Obligation Note, Series 2025 (the "Note") evidencing amounts due to the Lender relating to the loan from the Lender in the amount of $5,500,000 (the "Loan") pursuant to a Loan Agreement dated November 14, 2025, by and between the City and the Lender (the "Loan Agreement"), and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. ("Note Counsel"), Carrie Avallone, Esquire (the "City Attorney") or Hilltop Securities Inc. (the "Municipal Advisor") as to any such matters other than the legal opinion rendered by Note Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Loan Agreement or Resolution 39-25 adopted by the City Commission of the City on November 11, 2025 (the "Resolution").

We are aware that the loan of the proceeds of the Note involves various risks and that the Note is a general obligation of the City payable from ad valorem tax revenues as described in the Resolution and the Loan Agreement (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our loan decision, we have relied upon the accuracy of information which has been provided to us by the City.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our loan of the proceeds of the Note and can bear the economic risk of our loan of the proceeds of the Note.

We have been advised that the Resolution and the Loan Agreement are not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and are not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Note Counsel, the City Attorney nor the Municipal Advisor shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are making a loan of the proceeds of the Note for our own account and not with a present view to a resale or other distribution to the public. We acknowledge that the Note may only be transferred in whole and not in part and may not be transferred except in accordance with the restrictions set forth in the Loan Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect

promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are a "Qualified Institutional Buyer" or an "accredited investor" within the meaning of the Securities Act of 1933, as amended.

The Lender acknowledges that the City shall have the sole discretion to determine whether to post information about the Resolution and the Note on the Municipal Securities Rulemaking Board EMMA website; provided, that without the consent of the Lender such information shall be limited to the posting of documents that are "public records" as defined in Section 119.011, Florida Statutes, that are not exempt from inspection under Florida's public records laws.

We acknowledge that neither the City nor any of its agents have requested or will be requesting a CUSIP number or a credit rating for the Note.

We have a present intent to hold the Note to maturity or, earlier redemption, and have no present intention of reselling or otherwise disposing of all or a part of such Note. Provided, the sale or other disposition of the Note is in the Lender's sole discretion, subject to the restrictions on resale provided in the Loan Agreement and the Note.

Dated November 14, 2025.

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate with the City of New Smyrna Beach, Florida (the "Issuer") for the private purchase of the City of New Smyrna Beach, Florida General Obligation Revenue Note, Series 2025 (the "Note") securing amounts due under a Loan Agreement by and between TD Public Finance LLC (the "Lender") and the Issuer (the "Loan Agreement") in the principal amount of $5,500,000. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Holland & Knight LLP
Lender's Counsel – $7,500

(a) No fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes).

(b) No person has entered into an understanding with the Lender for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

The amount of the underwriting spread expected to be realized by the Lender is $0.

The management fee to be charged by the Lender is $0.

Truth-in-Bonding Statement:

The Note is being issued primarily to finance the Project and to pay the costs of issuance related thereto.

Unless earlier redeemed, the Note is expected to be repaid by July 1, 2045. At a fixed rate of interest, calculated at _____%, total interest paid over the life of the Note is estimated to equal $_____.

The Note will be payable solely from ad valorem taxation on all taxable property in the City as described in Resolution No. 39-25 adopted by the Issuer on November 11, 2025 and the Loan Agreement in a manner sufficient to pay the principal of and interest due on the Note. Issuance of the Note is estimated to result in a maximum of approximately $_____ of ad valorem revenues of the Issuer not being available to finance the services of the Issuer in any one fiscal year during the life of the Note.

The name and address of the Lender is as follows:

TD Public Finance LLC
255 Alhambra Circle

Coral Gables, Florida 33134
Attention: Lance Aylsworth

This letter is provided for the sole purpose of complying with Section 218.385, Florida Statutes, as amended, and does not change the terms of and is not evidence of the terms of the Note. It is the understanding of the Lender that the City has not requested any further disclosure from the Lender.

Dated this 14th day of November, 2025.

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President

EXHIBIT C

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

dated November 14, 2025

by and between

THE CITY OF NEW SMYRNA BEACH
(the "City")
and

TD PUBLIC FINANCE LLC
(the "Lender")

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EXHIBIT A - FORM OF NOTE A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "**Agreement**"), made and entered as of the 14th day of November, 2025, by and between **THE CITY OF NEW SMYRNA BEACH, FLORIDA** (the "**City**"), a municipal corporation of the State of Florida, and **TD PUBLIC FINANCE LLC**, a Delaware limited liability company and its successors and assigns (the "**Lender**").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in **Article I** of this Agreement; and

WHEREAS, the City, pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, Resolution No. 29-18 duly adopted by the City Commission on August 14, 2018 (the "Bond Resolution"), Resolution No. 39-25 duly adopted by the City on November 11, 2025, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act") is authorized to borrow money (i) to finance the costs of the acquisition of lands along the Turnbull Creek Watershed (the "Project") and (ii) to pay the costs of issuance of the Note; and

WHEREAS, the City issued a request for proposals and received proposals from various financial institutions to loan funds to the City for the purpose of financing the Project (the "**Loan**"); and

WHEREAS, following review and recommendation from Hilltop Securities Inc., the City's municipal advisor, and the City staff, the City Commission has determined that the Lender submitted the proposal with terms and provisions most favorable to the City; and

WHEREAS, the Lender is willing to provide the Loan to the City as provided herein, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINITION OF TERMS

Section 1.01. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Authorized Investments" shall mean investments made by the City in accordance with the City's investment policy.

"Authorized Officer of the City" shall mean the Finance Director or the City Manager of the City or such officer's designee.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in the State of Florida are authorized or required to be closed.

"City" shall mean the City of New Smyrna Beach, Florida, a municipal corporation of the State of Florida.

"City Clerk" shall mean the City Clerk of the City, or the City Clerk's designee.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Date of Delivery" shall mean November 14, 2025.

"Debt Service" means principal of and interest on the Note, and other debt related costs, due in connection with the Note and this Agreement.

"Debt Service Fund" means the City of New Smyrna Beach, Florida General Obligation Note, Series 2025 Debt Service Fund created under the Note Resolution.

"Default Rate" means, for any day, the per annum interest rate equal to the sum of (i) the prime rate quoted in the Wall Street Journal (but in no event less than three percent (3.00%)), plus (ii) six percent (6.00%).

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Fiscal Year" shall mean the twelve-month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Lender" shall mean TD Public Finance LLC and its successors or assigns.

"Loan" shall have the meaning given in the recitals.

"Maturity Date" shall mean July 1, 2045.

"Maximum Rate" means the maximum rate of interest permitted under applicable law.

"Municipal Advisor" shall mean the City's municipal advisor, Hilltop Securities Inc.

"Note" shall mean the City of New Smyrna Beach, Florida General Obligation Note, Series 2025 issued by the City under the Note Resolution and this Agreement to evidence amounts due under this Agreement, the form of which is attached hereto as Exhibit A.

"Note Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

"Noteholder," "Owner" or "Holder" shall mean the Lender as the purchaser and initial holder of the Note and any subsequent registered holder of the Note.

"Note Rate" shall mean the rate of interest to be borne by the Note, which shall be a fixed rate equal to _____% subject to adjustment as provided in Section 3.03 or Section 5.01 hereof.

"Note Resolution" shall mean the Resolution ___-25 adopted by the City Commission of the City on November 11, 2025, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

"Pledged Revenues" shall mean ad valorem taxes levied and collected on all taxable property in the City for the payment of the Note as authorized by the Referendum.

"Project" means the acquisition of lands along the Turnbull Creek Watershed and paying certain costs of issuance of the Note.

"Referendum" means the referendum election held by the City on November 6, 2018 wherein a majority of the qualified electors voting in such election approved the issuance of general obligation bonds to finance the Project.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meanings ascribed to such terms in the Note Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full legal right, power and authority to adopt the Note Resolution, to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound. All conditions precedent to the execution and delivery of this Agreement and the issuance of the Note have been satisfied.

(b) Validity, Etc. This Agreement, the Note and the Note Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. There are no actions, proceedings or investigations pending against the City or affecting the City (or any basis therefor known to the City) which, either in any case or in the aggregate, might result in any material adverse change in the financial condition, business, prospects, affairs or operations of the City or in any of its properties or assets, or in any material impairment of the right or ability of the City to carry on its operations as now conducted or proposed to be conducted, or in any material liability on the part of the City and none which questions the validity of this Agreement, the Note or the Note Resolution or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

(d) Pledged Revenues. The City is legally entitled to levy and pledge the Pledged Revenues in the amounts necessary to pay the Debt Service on the Note and to make the other payments, if any, required under the Note and this Agreement when due. The Pledged Revenues are estimated to be sufficient to pay the Debt Service on the Note and to make the other payments, if any, required under the Note or this Agreement and to make all other payments required to be made from Pledged Revenues as the same become due.

(e) No Litigation. There are no suits or proceedings pending or, to the knowledge of the City, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting the City, which would have a material adverse effect on the ability of City to fulfill its obligations under this Agreement and the Note,

contesting the pledge of the Pledged Revenues, the rights of the officers of the City to their respective offices or which would have a material adverse effect on the condition (financial or otherwise) of the City.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

(a) Existence. The Lender is a limited liability company organized under the laws of the state of Delaware, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Lender and the making of the Loan have been duly authorized by all necessary action on the part of the Lender.

ARTICLE III
THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Lender shall provide the Loan to the City in the aggregate principal amount of Five Million Five Hundred Thousand Dollars ($5,500,000). The proceeds of the Loan shall be used to finance the Project and to pay the costs of issuance thereof.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The Note shall have a principal amount of Five Million Five Hundred Thousand Dollars ($5,500,000).

(b) Interest. The Note shall bear interest at the Note Rate from the Date of Delivery until paid. Interest on the Note shall be computed on the basis of twelve (12) thirty (30) day months and a 360-day year. Anything provided herein or in the Note to the contrary notwithstanding, in no event shall the Note bear interest in excess of the Maximum Rate.

(c) Payments. Interest on the Note shall be paid semi-annually on every January 1 and July 1, commencing January 1, 2026 until the Note is paid in full. Principal on the Note shall be paid in annual installments beginning July 1, 2026, and thereafter on each July 1 without presentation of the Note, except with respect to the final payment of principal. Principal payments on the Note shall be paid as set forth on Schedule I attached to the Note, subject to prepayment by the City prior to the Note's maturity as provided in subsection 3.02(d) below. Any payment due on the Note and not paid within fifteen (15) days of the date due may be subject to a late payment fee of six percent (6.00%) of the payment amount not received when due.

(d) Prepayment. The City may prepay the Note in whole or in part, at any time, without a prepayment premium or penalty upon thirty (30) days prior written notice to Lender. Partial prepayments shall be applied in inverse order of principal payment installments.

Section 3.03. Adjustments to Note Rate. In the event of a Determination of Taxability due to any actions or inactions of the City, the Note Rate payable on the Note shall be subject to a full gross-up modification, at the rate of _____% (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on the Note is includable in the gross income of the Owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service or a final decree or judgment of any federal court that the interest on the Note is includable in the gross income of the Owner thereof; or (c) receipt by the City or Owner of a written opinion of Note Counsel to the effect that the interest on the Note has become includable in the gross income of the Owner thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on the Note is deemed includable in the gross income of the Owner thereof for federal income tax purposes.

In the event the Note is determined not to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code, the Note Rate shall be adjusted to _____% per annum.

During the occurrence and continuation of an Event of Default, the Note Rate shall be increased to the Default Rate.

The Holder shall provide to the City such documentation to evidence any adjustment to the Note Rate and the calculations made in connection therewith. All calculations and determinations by the Holder of the amounts payable pursuant to the Note Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive, absent manifest arithmetic error.

Section 3.04. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.05. Conditions Precedent to Funding. Prior to or simultaneously with the delivery of the Note by the City there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of counsel to the City to the effect that (i) the City is a municipal corporation within the State of Florida, duly created and validly existing and has full legal right, power and authority to adopt and perform its obligations under the Note Resolution, and to authorize, execute and deliver and to perform its obligations under this Agreement and the Note; (ii) the City has duly adopted the Note Resolution, entered into this Agreement and issued the Note, and such instruments constitute legal, binding and valid obligations of the City, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion; (iii) except for post-closing disclosures to be filed with the State Division of Bond Finance and Form 8038-G to be filed with the Internal Revenue Service, all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities required for the City's adoption, execution, approval and performance of this Agreement, the Note and the Note Resolution have been obtained, provided that no opinion shall be required with respect to any authorizations, consents, approvals or reviews required by the securities laws of the United States of America or of any state, or of any other jurisdiction; (iv) the meetings of the City during which matters relating to the Note, the Note Resolution and this Agreement were considered and were held in accordance with all applicable rules and all of the laws of the State that govern the meetings of the City; (v) the adoption of the Note Resolution and the authorization, execution and delivery of this Agreement and the Note, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City is subject nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, resolution or instrument, except as expressly provided by the Note Resolution; (vi) this Agreement and the Note have been duly executed and delivered and the City is in compliance with all conditions contained in the Note Resolution and this Agreement precedent to the issuance of the Note; (vii) as of the Date of Delivery that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the City Attorney's knowledge, threatened against the City, affecting or seeking to prohibit, restrain or enjoin the City from adopting the Note Resolution, entering into this Agreement or the issuance or delivery of the Note or contesting or affecting as to the City the validity or enforceability of the Act in any respect relating to the authorization of this Agreement or authorization for the issuance of the Note and the Note Resolution, or contesting the tax-exempt status of interest on the Note, or contesting the powers of the City to impose, levy or collect the Pledged Revenues as provided herein or any authority for the issuance of the Note or the adoption of the Note Resolution or the referendum proceedings, contesting the rights of the officers of the City to their respective

offices, or which would have material adverse effect on the operations (financial or otherwise) of the City; and (viii) the pledging of the ad valorem taxes to the payment of the Note was approved by properly noticed, called and held referenda on November 16, 2018 (the "Referenda"). Notwithstanding the foregoing, no opinion shall be required as to the applicability of any approvals, consents or orders as may be required under the blue sky or securities laws or legal investment laws of any state in connection with the offering and sale of the Note or in connection with the registration of the Note under the Federal securities laws.

(b) an opinion of Note Counsel (who may rely on the opinion of Counsel to the City), stating that such counsel is of the opinion that: (i) the Note Resolution and this Agreement constitute valid and binding obligations of the City enforceable upon the City in accordance with their respective terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided therefor in the Note Resolution and this Agreement, (iii) the Note is exempt from registration under the Securities Act of 1933 and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, (iv) assuming compliance by the City with certain covenants in this Agreement relating to requirements contained in the Code, interest on the Note is excluded from gross income for purposes of federal income taxation, and is not an item of tax preference for purposes of the federal alternative minimum tax, and (v) the Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City; and

(d) a certificate of the City indicating that since September 30, 2024, there has been no material adverse change in the financial condition, operations or prospects of the City or laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the City's ability to comply with its obligations hereunder and under the Note.

(e) such other documents as the Lender reasonably may request (including, without limitation, appropriate executed Florida Division of Bond Finance forms).

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Lender, and when the Note shall have been executed as required by this Agreement, and all conditions of the Note Resolution have been met, the City shall deliver the Note to or upon the order of the Lender, but only against the City's receipt of the proceeds of the Loan.

Section 3.06. Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Lender or its attorney or legal representative in the form of the assignment set forth on the form of the Note

attached as Exhibit "A" to this Agreement. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the City) with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to affect a transfer of the rights and obligations of the Lender under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of such a mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of a lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an affidavit that such Note is mutilated, lost, stolen or destroyed.

Nothing in this Agreement or in the Note shall be construed to prohibit the Lender from transferring the Note, but only in whole and only in accordance with, and upon receipt by the City of a Lender's Certificate substantially in the form provided in the Note Resolution.

Section 3.07. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.08. Use of Proceeds of Loan Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Loan will be used solely to finance the Project.

ARTICLE IV
COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of the Note. The City promises that it will promptly pay the Debt Service on the Note and all other amounts due under this Agreement at the place, on the dates and in the manner provided in Section 3.02 hereof and in the Note according to the true intent and meaning hereof and thereof.

Section 4.03. General Obligation of the City. The full faith, credit and taxing power of the City shall be and are hereby pledged for the full and prompt payment of the principal, interest, and redemption premiums, if any on the Note. The City shall, each year, levy and collect a direct ad valorem tax, without limitation as to rate or amount, on all taxable property within the City sufficient to pay the Debt Service on the Note for such year. Such tax shall be assessed, levied and collected at the same time and in the same manner as City ad valorem taxes are assessed, levied and collected, and shall be in addition to all other taxes authorized to be levied by the City. The City covenants that it will not accept payment of taxes levied for operating expenses of the City unless there shall be paid at the same time the taxes required by this Agreement.

The City has in the Note Resolution established a special fund designated "City of New Smyrna Beach, Florida General Obligation Note, Series 2025, Debt Service Fund."

All receipts from the ad valorem taxes levied and collected to pay Debt Service on the Note shall, immediately upon receipt thereof, be deposited by the City into the Debt Service Fund. Any money at any time on deposit in the Debt Service Fund shall be expended only to pay the Debt Service on the Note during the current Fiscal Year.

The foregoing provisions notwithstanding, no further deposits shall be required to be made into the Debt Service Fund whenever there shall be on deposit in the Debt Service Fund an amount of money and Authorized Investments equal to all principal and interest due on the Note to the final maturity thereof. At such time as the Note is no longer outstanding, any moneys remaining in the Debt Service Fund may be transferred to the general fund of the City, and shall be used for any lawful purpose. Moneys on deposit in the Debt Service Fund may be invested in Authorized Investments.

The funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. All such funds shall be continuously secured in the manner by which the deposit of City funds are authorized to be

secured by the laws of the State of Florida. Earnings on investments in funds and accounts created under this Agreement or the Note Resolution shall be retained in the funds and accounts from which such earnings derive.

Section 4.04. **Tax Covenant.** The City covenants to the purchaser of the Note provided for in this Agreement that the City will not make any use of the proceeds of the Note at any time during the term of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation and to ensure the Note would be considered a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

Section 4.05. Budget and Other Financial Information. The City shall:

1. within two hundred seventy (270) days following the end of each Fiscal Year of the City, provide the Noteholder electronically with a copy of the City's audited financial statements for the preceding Fiscal Year;

2. the City shall provide the Lender with a copy of its annual budget as soon as such budget is available but in no event later than sixty (60) days following City's Fiscal Year end; and

3. the City shall provide the Lender with such other financial information as the Lender may reasonably request in writing.

Section 4.06. Audited Financial Statements. The financial statements of the City for its fiscal year ended September 30, 2024, previously provided to the Lender, were prepared in accordance with generally accepted accounting principles and present fairly the financial conditions of the City as of such date and the results of its operations for the period then ended. Since such date there has been no material adverse charge in the financial condition, revenues (including, without limitation, the ad valorem taxes), properties or operations of the City.

Section 4.07. Most Favored Nations. The City covenants and agrees for the benefit of the Lender that if more restrictive covenants or additional rights and remedies, including acceleration shall be granted in favor of holders of any general obligation debt, then, such restrictive covenants or additional rights and remedies, including acceleration shall apply to the Lender as if expressly set forth hereunder and in the Note, during the period of time that such other general obligation debt is outstanding.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

1. payment of the principal of or interest on the Note or other fees or amounts due thereunder or hereunder shall not be made within five (5) days when such amounts are due and payable (a "Monetary Default");

2. the City shall default in the due and punctual performance of any other of the material covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) consecutive days after the earlier of (i) when the City should have provided notice pursuant to Section 6.03 of this Agreement or (ii) written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased for a period not to exceed 90 days to enable the City to diligently complete such curative action;

3. any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered;

4. any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted;

5. the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

6. the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

7. if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) consecutive days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under Article IV of this Agreement.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the monies adjudged or decreed to be payable. Notwithstanding anything herein, or in the Note to the contrary, acceleration of the payment of principal of and interest on the Note shall not be a remedy hereunder or in the Note in the case of an Event of Default.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of the Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Noteholder may be exercised from time to time and as often as may be deemed expedient.

The Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Lender hereunder have been paid in full.

Section 6.03. Notice of Changes in Fact. Promptly after the City becomes aware of the same, and within five (5) Business Days, the City will notify the Lender in writing of (a) any changes in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Note, and (b) any default, event or condition that would with the passage of time constitute an Event of Default or an Event Default under this Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposes to take with respect thereto.

Section 6.04. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by the City and the Noteholder. The Resolution may not be amended without the written consent of the Noteholder.

Section 6.05. **Notices.** Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

As to the City:

City of New Smyrna Beach, Florida
210 Sams Avenue
New Smyrna Beach, Florida 32168
Attention: City Manager

As to the Lender:

TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134

Email Address: Lance.Aylsworth@TD.com
Attention: Lance Aylsworth
Telephone: (786) 306-7404

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE CITY AND THE LENDER, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE RESOLUTION, THIS AGREEMENT, THE NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDER TO ENTER INTO THIS AGREEMENT.

Section 6.07. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.08. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.09. Business Days. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall not be a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such

counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.11. Applicable Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The parties agree that jurisdiction and venue for the enforcement of this Loan Agreement shall be brought in the Seventh Judicial Circuit Court, Volusia County, Florida and in federal courts having jurisdiction in the County.

Section 6.12. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.13. Incorporation by Reference. All of the terms and obligations of the Note Resolution and the Exhibit A hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

Section 6.14. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City and (iv) the Lender does not have a fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the City on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby

except those obligations expressly set forth herein and in the other loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Lender that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the City under the loan document; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the Lender. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

Section 6.15. Patriot Act Notice. The Lender hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Patriot Act") it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act.

[This section intentionally left blank. | Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY:

CITY OF NEW SMYRNA BEACH, FLORIDA

(SEAL)

By: _____
Fred Cleveland, Mayor

ATTEST:

By: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Carrie Avallone, City Attorney

[Signature Page | Loan Agreement]

LENDER:

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President

[Signature Page | Loan Agreement]

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE NOTE RESOLUTION (HEREIN DEFINED).

CITY OF NEW SMYRNA BEACH, FLORIDA
GENERAL OBLIGATION NOTE,
SERIES 2025

Principal Sum	Interest Rate	Maturity Date	Date of Issuance
$5,500,000	_____%(subject to adjustment as set forth herein)	July 1, 2045	November 14, 2025

The City of New Smyrna Beach, Florida (the "City"), for value received, hereby promises to pay to the order of TD PUBLIC FINANCE LLC or its successors and assigns (the "Holder"), at 255 Alhambra Circle, Coral Gables, Florida 33134, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above loaned to the City by the Holder pursuant to the Agreement, together with interest thereon as hereinafter provided until the Maturity Date or the date the principal amount of this Note is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

This Note shall bear interest per annum at the rate indicated above which shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. The Interest Rate on this Note is subject to adjustment as provided herein and in the Agreement.

In the event of a Determination of Taxability due to the actions or inactions of the City, the Interest Rate payable on this Note shall be subject to a full gross-up modification, at the rate of _____% (the "Taxable Rate"), effective retroactively to the date on which such Determination

of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on this Note is includable in the gross income of the Owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service or a final decree or judgment of any federal court that the interest on this Note is includable in the gross income of the Owner thereof; or (c) receipt by the City or Owner of a written opinion of Note Counsel to the effect that the interest on this Note has become includable in the gross income of the Owner thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner thereof for federal income tax purposes. In the event the Note is determined not to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code, the Note Rate shall be adjusted to _____% per annum.

The Holder shall provide to the City such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Holder of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

During the occurrence and continuation of an Event of Default, the Interest Rate shall be increased to the Default Rate. Any payment due on this Note and not paid within fifteen (15) days of the date due may be subject to a late payment fee of five percent (6.00%) of the payment amount not received when due.

Interest on this Note shall be paid semi-annually on January 1 and July 1, commencing January 1, 2026 until this Note is paid in full. Principal on this Note shall be paid in annual installments beginning July 1, 2026, and on every July 1 thereafter until the Maturity Date. Principal payments on this Note shall be paid as set forth on Schedule I attached hereto and made a part hereof, subject to prepayment by the City prior to the Note's maturity as provided below.

The City may prepay this Note in whole or in part, at any time, without premium or prepayment penalty upon thirty (30) days prior written notice to Lender.

Notwithstanding any provision in this Note to the contrary, in no event shall the Note bear interest in excess of the Maximum Rate, as defined in the Loan Agreement by and between the Holder and the City, dated November 14, 2025 (the "Agreement").

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the provisions of Section 12, Article VII of the Florida Constitution and the laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, as amended, the City Charter and other applicable provisions of law of the City and Resolution No. ___-25 adopted by the City Commission on November 11, 2025 (the "Note Resolution"), and is subject to all terms and conditions of said Note Resolution and the Agreement for the purpose of financing the acquisition of lands along the Turnbull Creek Watershed and paying the costs of issuance relating thereto.

In the event the Interest Rate exceeds the Maximum Rate, the Note shall continue to bear interest at the Maximum Rate regardless of the reduction of the Interest Rate to a rate less than the Maximum Rate until such time as interest shall accrue on this Note in an amount (the "Excess Interest") that would have accrued thereon had the Interest Rate not been limited by the Maximum Rate.

Upon the occurrence and continuance of an Event of Default the Holder shall have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Note Resolution and the Agreement and reference is hereby made thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the CITY OF NEW SMYRNA BEACH, FLORIDA, has caused this Note to be executed by the Mayor and attested by the City Clerk, manually, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

CITY OF NEW SMYRNA BEACH, FLORIDA

(SEAL)

By: _____
Fred Cleveland, Mayor

ATTEST:

By: _____
Sharon Taylor-Harding, City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____

By:_____

SCHEDULE I

Principal Payment Schedule

July 1	Principal Amount
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF THE ARDISIA (FORMERLY SHELL POINTE) PUD PHASES 3 AND 4 FINAL PLAT, CONSTRUCTION DOCUMENTS, AND PLAT CONTRACT (S-4-23)

November 11, 2025

Background:

Applicant and Owners: Heather Isaacs, Taylor Morrison, 2600 Lake Lucien Dr. # 350, Maitland, FL 32751

Request: Final Plat approval for a single family residential subdivision and its associated infrastructure improvements, for a proposed 368 lots of varying sizes within a 275.8 acre total area to be platted as Phases 3 and 4 of a mixed-use PUD area with 5 total development Phases.

Site Data: The proposed subject property is currently undeveloped, zoned PUD Planned Unit Development, and generally located south of Pioneer Trail and west of Interstate 95, immediately north of and connecting to the existing Verano and Venetian PUD areas to the south and west through the previously approved 210 acre Phase 1 and 2 platted area. A location map showing this is attached as **Exhibit A**, along with an aerial photo of the site attached as **Exhibit B**. An overall development plan of the entire PUD area as provided by the applicant is attached as **Exhibit C**, showing all five Phase areas and the proposed residential development. The proposed 25 sheet Plat is also included, as **Exhibit E,** along with other exhibits listed below**.**

Tax Parcel Numbers: 7308-00-00-0030, 7308-00-00-0050, and 7305-00-00-0030

Exhibits Attached:

Exhibit A - Location Map

Exhibit B - Aerial Map

Exhibit C - Overall Development and Phasing Plan, entire PUD (from applicant group)

Exhibit D - Boundary Survey, Phases 3 and 4 area only

Exhibit E - Plat (25 sheets)

Exhibit F - Site Construction Plans (47 sheets)

Exhibit G - Landscape Plans, Open Space Exhibit (26 sheets)

Exhibit H - PUD MDA & CDP, as recorded in 2018
Exhibit H-1 - PUD MDA CDP 2018 Exhibits (11 clear sheets)

Exhibit H-2 -2nd Minor Amendment to MDA, re HOA funding

Exhibit I-1 - Amenity Center Color Rendering
Exhibit I-2 - Amenity Center Plan
Exhibit J - Plat Contract

Findings:

Findings

A. This is the second development application within the existing Shell Pointe PUD that was originally approved by the City in 2018, with these proposed Phases 3 and 4 plat areas comprising the northern and eastern 275.8 acre portion of the total 543.5 acre PUD area. The Shell Pointe PUD area is located on the south side of Pioneer Trail, immediately west of Interstate 95, and extending south to the existing Verano and Venetian Bay PUD developments.

B. This PUD area had previously been used as a sod farm, and thus is already largely cleared with some isolated wooded wetland areas remaining, most of which is proposed to be preserved. That 2018 PUD Master Development Agreement (MDA) is attached for reference (as Exhibit H), and calls for five Phases of mixed use development. That same recorded Exhibit H PUD MDA document also contains the PUD Conceptual Development Plan (CDP) then also approved for all five proposed development Phases. An Exhibit H-1 is also attached for reference, to present more legible and clear versions of those 11 MDA/CDP Exhibit sheets than the reduced and grainy versions attached within the recorded Exhibit H PUD MDA document.

C. That PUD MDA/CDP provides for a maximum of 745 Single Family (SF) residential lots/units within the first four Phases (1-4), with the Phase 5 areas approved for a maximum of 400,000 square feet of Commercial uses as the last phase of PUD development. Per the MDA, no other residential development is permitted, for any additional units and with multi-family and/or townhouse development strictly prohibited.

D. The same applicant group for the first Single Family (SF) Phases (1 and 2) also now intends to develop the following two SF Phases (3 and 4) that were also approved within that 2018 PUD MDA, but not the Phase 5 areas approved for future Commercial development. These various Phase areas are shown on the Exhibits A and B Maps and the Exhibit C Overall Development Plan (ODP) provided by the applicant group.

E. The 210.57 acre Phase 1 and 2 area has already been platted and recorded to contain 319 residential lots/units. The proposed Phase 3 and 4 area comprises 282.67 total acres proposed for 368 residential lots/units. The total number of Lots within all four residential Phases would then be a total of 687 residential lots/units, well under the 745 maximum units permitted by the PUD MDA & CDP.

F. A key component of the Shell Pointe PUD CDP is the proposed dedication of 10.7 acres of public right-of-way for the southerly extension of Williamson Boulevard through the Shell Point/Ardisia PUD, from its current terminus and “T” connection to the north side of Pioneer Trail. That proposed roadway extension area is shown on Exhibits A, B, and C, along with the plat and development plans, and would connect to other proposed and more southerly alignments of Williamson Boulevard, through the adjacent property to the south that is owned and under the control of New Smyrna Beach Utilities (NSBU), to then connect with SR 44 and eventually to the City of Edgewater limits and further south to SR 442. Those southerly extension routes have all now been approved by Volusia County for their future construction of Williamson Blvd. The Phase 1 and 2 area is not affected by that future Williamson Blvd. extension, with that proposed right-of-way area instead being entirely within the proposed Phases 3 and 4 area.

G. As shown on various Exhibits, Phases 1 and 2 connect directly to Pioneer Trail to the north at a point further west of the existing Williamson Blvd. and a “plus/+” intersection

with Cypress Springs Parkway on the north side of Pioneer Trail, within the City of Port Orange. This proposed connection and all future Williamson Blvd. improvements and connections are under the permitting and direction of Volusia County, with Pioneer Trail and Williamson Blvd. both being County maintained roadways. Two roadway connections within Phases 1 and 2 are with existing stubbed-out roads to the south, which are Monaco Blvd. and Modena Way within Verano at Venetian Bay. Future roadway connections from Phases 1 and 2 to the north, east, and this Williamson Blvd. are also proposed and also shown to occur within the future Phases 3 and 4 areas.

H. Another roadway impact that affects the overall current Shell Pointe PUD area is the future interchange of Pioneer Trail with Interstate 95. As part of that, FDOT obtained additional property for that interchange construction, some of which was necessary to take from within the current 543 acre Shell Pointe PUD area. Those various areas to be removed from the Shell Pointe PUD comprise almost 19 acres, and are primarily along the southern edge of the Pioneer Trail right-of-way and the easternmost areas of Phases 3 and 4 adjacent to Interstate 95. These FDOT areas removed from the total PUD include the proposed interchange roadway off-ramp area to the east of Phases 3 and 4 and the FRL powerline easement at that eastern PUD boundary.

I. The PUD also provides for a 20 acre public park “with gazebo and access trail to be dedicated to the City of New Smyrna Beach.” That facility is shown on the PUD CDP to be on the east side of the future Williamson Blvd. right-of-way, within the Phases 3 and 4 area. That same text within MDA Section 6. I., Amenities, also requires a walking/biking trail along Pioneer Trail, a children’s area with playground equipment, and nature trails with gazebos/sitting areas. The construction plans for Phases 1 and 2 included the installation of a 8’ wide concrete bike trail along the Pioneer Trail plat area frontage as part of this initial Phase of PUD Development, with other sections to be constructed with each future PUD Phase per the MDA text. In addition, a dog park area is located at the south side of the Phases 1 & 2 Moon Shell Circle loop area, within an isolated upland area surrounded by existing wooded wetlands to be preserved, and various trails throughout including a large wooded portion of the southeastern area where no adjacent lots are proposed. These facilities can be most prominently seen on the Sheet EX1 Open Space Exhibit. Phases 3 & 4 will also include Trail/walkway connections and Park areas, also shown on that same Sheet EX1 Open Space Exhibit.

J. These applicants have also provided for the Phases 3 and 4 development plan to

include a larger and separate Amenity Center site, within a proposed 5.8 acre Tract "U", and to include a pool, playground, courts, open play spaces, etc., in a central area where lots had previously been proposed/approved by the current PUD CDP. That future Amenity Center area is now called out on the Exhibit EX1 Open Space Exhibit. While no formal site plan application has yet been submitted, a color rendering and conceptual plan for the Amenity Center has been submitted to the City for informal review, with those two documents attached here as Exhibits I-1 and I-2. It should be noted these Phases 1 through 4 development plans meet the requirements of the MDA for their number of proposed lots, for Minimum Public Open Space, Village Green/Neighborhood Common Areas, and Public Use Site/Civic Spaces. It should also be noted that a Condition of Approval by the City Commission for Phases 1 & 2 of this same subdivision at their June 27, 2023 meeting was that all required amenities must be completed prior to the issuance of a Certificate of Completion for Phase 3, which the applicant is aware of and willing to meet.

K. The PUD MDA requires Minimum Residential Lot Sizes of 6,600 SF and Lot Widths of 55’. The Phases 1 and 2 plat provided a Minimum Lot Size of 7,260 SF (55’ x 132’), with the Average Lot Size of its 319 proposed lots being 9,417 SF, using a combination of differing lot sizes of 55' wide, 65' wide, and 80' wide. The 368 proposed Lots in Phases 3 & 4 have an average Lot size of 7,892 SF. There are also a total of 24 proposed Tracts within the Phases 3 and 4 plat for various future uses, including stormwater management, perimeter landscape buffers, utilities, and common areas.

L. In addition, the Phases 3 and 4 plat contains four Tracts dedicated as Natural Areas, and totaling over 81 acres. Those are Tracts O (almost 28 acres), P (over 12 acres), Tract Q (over 12 acres, and Tract R (over 27 acres). As previously noted, the existing PUD is largely a former sod farm that had historically been cleared, with these four Natural Area Tracts primarily being those wetland areas that had been retained within that sod farm area. As a result, of the total 495 acres the applicants are proposing to develop in the proposed Phases 1 – 4, they are planning to impact just over two acres of existing wetlands, and have been permitted for that by FDEP.

M. During the City review and approval process for Phases 1 & 2, there were concerns voiced at that time about a provision in the original/2018 PUD MDA text that required future residents of Shell Pointe/Ardisia to contribute to the neighboring Venetian Bay HOA for certain shared maintenance costs. As part of that prior approval process, the 2nd Minor Amendment to the PUD MDA was initiated and completed at that time, which

more clearly detailed how those future maintenance costs would be provided for, along with providing more detail as to membership and assessments in and by the respective HOA's. That 2nd Minor Amendment to the PUD MDA is now attached as Exhibit H-2.

N. A review of the plat has now been completed by an independent surveyor on behalf of the City, to confirm the survey and plat presented by the applicant, which typically occurs after the Planning & Zoning Board action & prior to the City Commission hearing and action to follow. In addition, Volusia County has completed their Use Permit process needed for the proposed connection to Pioneer Trail, as the final permitting authority for that aspect. Finally, the required Traffic Impact Analysis (TIA) and Proportionate Fair Share Agreement (PFSA) documents have been reviewed by both Volusia County and the City's traffic engineering consultant and are approved for all applicable required roadway improvements, Proportionate Fair Share Agreement (PFSA) payments, etc., all completed concurrent with the final approval by the City Commission of Phases 1 & 2 in 2023. The Plat Contract between the Applicant and the City is attached as **Exhibit J**.

O. The Planning and Zoning Board heard and discussed this application at their September 8, 2025 meeting, with the result being a unanimous vote (4-0) to recommend the Commission approve the plat with no conditions attached.

Recommendation

Staff recommends the Commission approve this plat.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

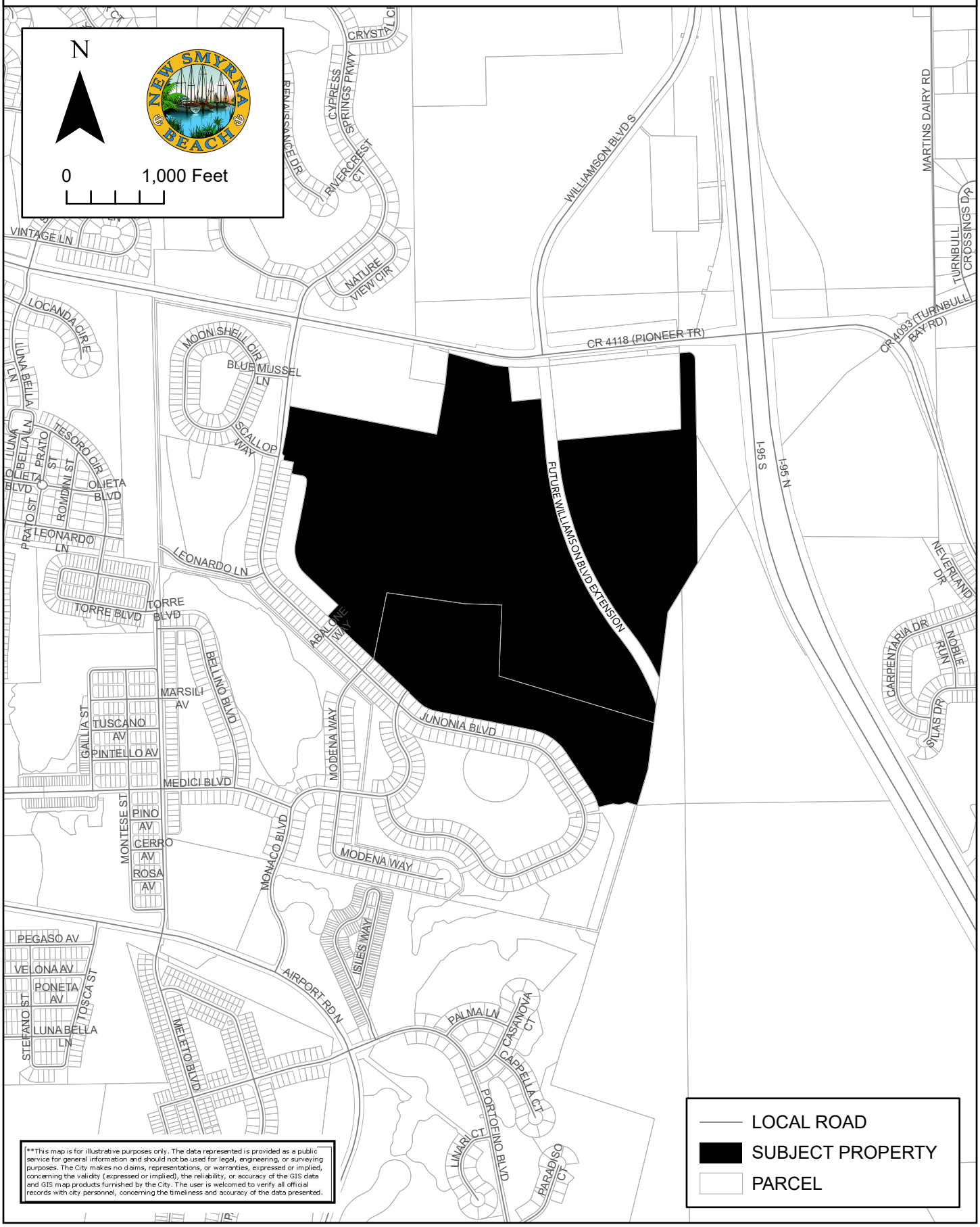
Staff Report Created By: Jeff Gove - Chief Planner

Attachments:

Ex A - Location Map S-4-23.pdf
Ex. B - Aerial Map S-4-23.pdf
Ex. D - Boundary Survey, Phases 3 & 4 area only.pdf
Ex. E - Plat, 25 Total Sheets.pdf
Ex. F - Site Construction Plans.pdf
Ex. G. - Landscape Plans, Open Space Exhibit.pdf

Ex. H - PUD MDA & CDP, recorded 7-25-18.pdf
Ex. H-1 - PUD MDA CDP 2018 CDP, Clear and Legible Plans.pdf
Ex. H-2 - 2nd Minor Amendment to PUD MDA, re HOA funding.pdf
Ex. I-1 Amenity Center Color Rendering.pdf
Ex. I-2 Amenity Center Plan.pdf
Ex. C - ODP & Phasing Plan 8-29-2025.pdf
Exhibit J - Plat Contract

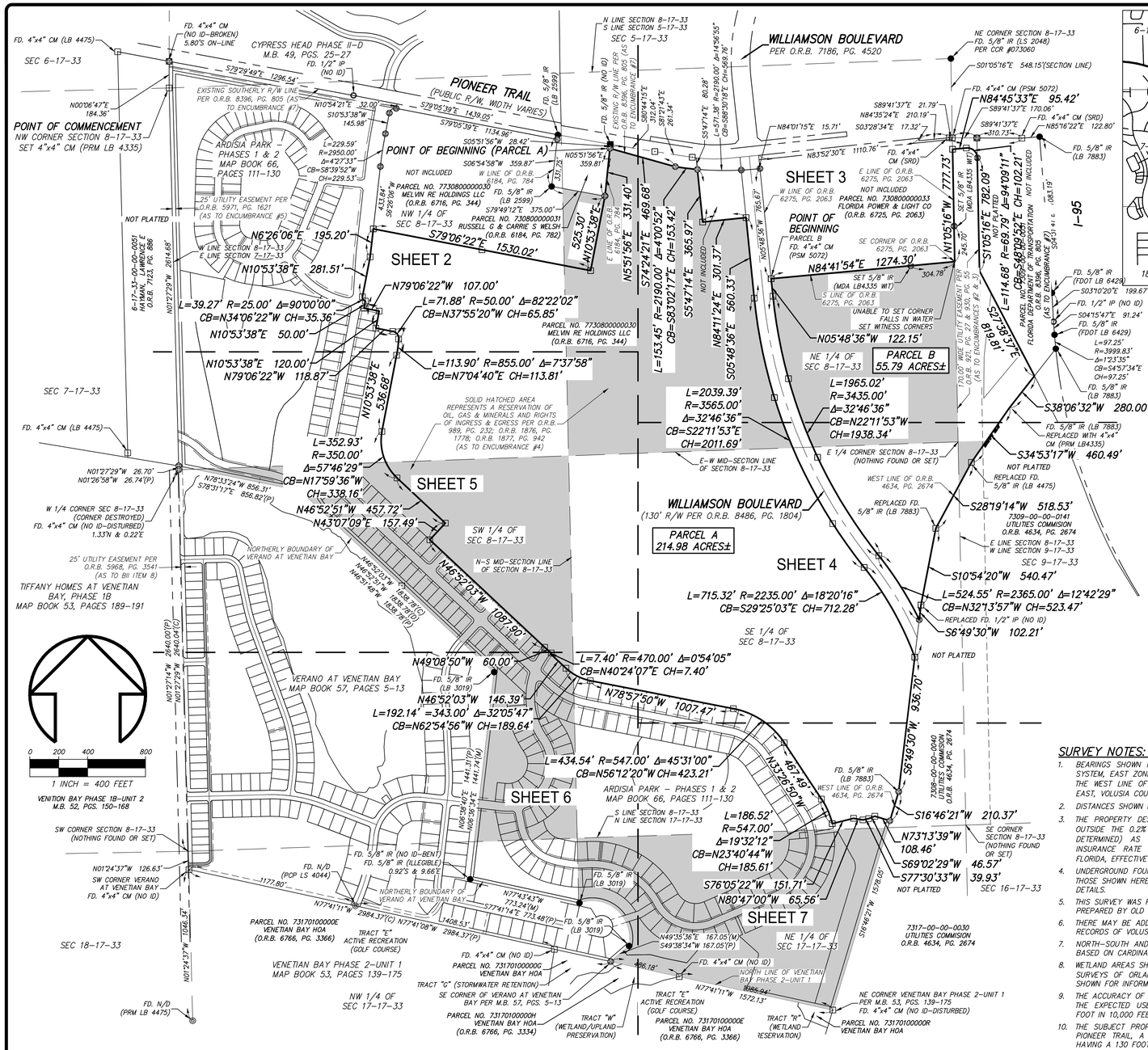
S-4-23: ARDISIA PARK - PHASES 3 & 4
LOCATION MAP



S-4-23: ARDISIA PARK - PHASES 3 & 4
AERIAL MAP



ALTA/NSPS LAND TITLE SURVEY


FD. 4"x4" CM (LB 4475)
SEC 6–17–33
FD. 4"x4" CM (NO ID–BROKEN) 5.80'S ON–LINE
CYPRESS HEAD PHASE II–D M.B. 49, PGS. 25–27
FD. 1/2" IP (NO ID)
S79°29'49"E 1296.54'
PIONEER TRAIL (PUBLIC R/W, WIDTH VARIES)
EXISTING SOUTHERLY R/W LINE PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #7)
N00°06'47"E 184.36'
POINT OF COMMENCEMENT NW CORNER SECTION 8–17–33 SET 4"x4" CM (PRM LB 4335)
N10°54'21"E 32.00'
S10°53'38"W 145.98'
S79°05'39"E 1439.05'
S79°05'39"E 1134.96'
ARDISIA PARK PHASES 1 & 2 MAP BOOK 66, PAGES 111–130
L=229.59' R=2950.00' Δ=4°27'33" CB=S81°39'52"W CH=229.53'
POINT OF BEGINNING (PARCEL A)
S05°51'56"E 28.42'
S06°54'58"W 359.87'
N05°51'56"E 359.81'
FD. 5/8" IR (LB 2599)
FD. 5/8" IR (NO ID)
N LINE SECTION 8–17–33
S LINE SECTION 5–17–33
SEC 5–17–33
EXISTING R/W LINE PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #7)
S80°44'15"E 312.04'
S80°44'15"E 261.34'
WILLIAMSON BOULEVARD PER O.R.B. 7186, PG. 4520
NE CORNER SECTION 8–17–33 FD. 5/8" IR (LS 2048) PER CDR #073060
S01°05'16"E 548.15'(SECTION LINE)
FD. 4"x4" CM (PSM 5072)
N84°45'33"E 95.42'
S89°41'37"E 21.79'
N84°35'24"E 210.19'
S03°28'34"E 17.32'
S89°41'37"E 170.08'
S89°41'37"E 310.73'
FD. 4"x4" CM (SRD)
N85°16'22"E 122.80'
FD. 5/8" IR (LB 7883)
N83°52'30"E 1110.76'
FD. 4"x4" CM (SRD)
S53°17'14"E 80.28'
L=571.38' R=2190.00' Δ=14°56'55" CB=S38°30'19"E CH=569.76'
N84°01'15"E 15.71'
SHEET 3
E LINE OF O.R.B. 6275, PG. 2063
NOT INCLUDED
FLORIDA POWER & LIGHT CO (O.R.B. 6725, PG. 2063)
POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)
N84°41'54"E 1274.30'
SET 5/8" IR (MDA LB4335 WIT)
S LINE OF O.R.B. 6275, PG. 2063
UNABLE TO SET CORNER FALLS IN WATER
SET WITNESS CORNERS
SE CORNER OF O.R.B. 6275, PG. 2063
304.78'
N05°48'36"W 122.15'
PARCEL B 55.79 ACRES±
NE 1/4 OF SEC 8–17–33
L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'
L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'
E–W MID–SECTION LINE OF SECTION 8–17–33
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WEST LINE OF O.R.B. 4634, PG. 2674
REPLACED FD. 5/8" IR (LB 7883)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SHEET 4
SE 1/4 OF SEC 8–17–33
L=715.32' R=2235.00' Δ=18°20'16" CB=S29°25'03"E CH=712.28'
L=524.55' R=2365.00' Δ=12°42'29" CB=N32°13'57"W CH=523.47'
REPLACED FD. 1/2" IP (NO ID)
S6°49'30"W 102.21'
NOT PLATTED
S6°49'30"W 9.36.70'
S77°30'33"W 39.93'
SEC 16–17–33
SE CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
S16°46'21"W 210.37'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
FD. 5/8" IR (FDOT LB 6429)
S03°10'20"E 199.67'
FD. 1/2" IP (NO ID)
S04°15'47"E 91.24'
FD. 5/8" IR (FDOT LB 6429)
L=97.25' R=3999.83' Δ=1°23'35" CB=S4°57'34"E CH=97.25'
FD. 5/8" IR (LB 7883)
S38°06'32"W 280.00'
FD. 5/8" IR (LB 7883) REPLACED WITH 4"x4" CM (PRM LB4335)
S34°53'17"W 460.49'
NOT PLATTED
REPLACED FD. 5/8" IR (LB 4475)
S28°19'14"W 518.53'
7309–00–00–0141 UTILITIES COMMISION O.R.B. 4634, PG. 2674
E LINE SECTION 8–17–33 W LINE SECTION 9–17–33
SEC 9–17–33
S10°54'20"W 540.47'
S6°49'30"W 102.21'
NOT PLATTED
L=7.40' R=470.00' Δ=0°54'05" CB=N40°24'07"E CH=7.40'
N78°57'50"W 1007.47'
N49°08'50"W 60.00'
FD. 5/8" IR (LB 3019)
N46°52'03"W 146.39'
L=192.14' =343.00' Δ=32°05'47" CB=N62°54'56"W CH=189.64'
N46°52'03"W 1087.90'
L=434.54' R=547.00' Δ=45°31'00" CB=N56°12'20"W CH=423.21'
N37°26'50"W 467.49'
FD. 5/8" IR (LB 7883)
WEST LINE OF O.R.B. 4634, PG. 2674
7308–00–00–0040 UTILITIES COMMISION O.R.B. 4634, PG. 2674
L=186.52' R=547.00' Δ=19°32'12" CB=N23°40'44"W CH=185.61'
S76°05'22"W 151.71'
N80°47'00"W 65.56'
SHEET 6
SHEET 7
ARDISIA PARK – PHASES 1 & 2 MAP BOOK 66, PAGES 111–130
S LINE SECTION 8–17–33 N LINE SECTION 17–17–33
FD. 5/8" IR (NO ID–BENT) FD. 5/8" IR (ILLEGIBLE) 0.92'S & 9.66'E
FD. N/D (PCP LS 4044)
NORTHERLY BOUNDARY OF VERANO AT VENETIAN BAY
N77°41'11"W 2984.37'(C) N77°41'08"W 2984.37'(P)
N77°43'43"W 773.24'(M) S77°41'14"E 773.48'(P)
L1408.53'
FD. 5/8" IR (LB 3019)
PARCEL NO. 731701000000E VENETIAN BAY HOA (O.R.B. 6766, PG. 3366)
TRACT "E" ACTIVE RECREATION (GOLF COURSE)
SEC 18–17–33
VENETIAN BAY PHASE 2–UNIT 1 MAP BOOK 53, PAGES 139–175
NW 1/4 OF SEC 17–17–33
FD. N/D (PRM LB 4475)
N01°24'37"W 126.63'
SW CORNER VERANO AT VENETIAN BAY FD. 4"x4" CM (NO ID)
1177.80'
N01°24'37"W 2640.74'(C)
N01°27'29"W 2640.04'(C)
N01°24'37"W 2640.74'(M)
N01°27'29"W 2614.68'
6–17–33–00–00–0051 O.R.B. 7123, PG. 886
NOT PLATTED
SW CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
N01°24'37"W 126.63'
FD. N/D (PCP LS 4044)
1177.80'
SEC 7–17–33
FD. 4"x4" CM (LB 4475)
N01°27'29"W 26.70'
N01°26'58"W 26.74'(P)
N78°33'24"W 856.31'
S78°31'17"E 856.82'(P)
W 1/4 CORNER SEC 8–17–33 (CORNER DESTROYED) FD. 4"x4" CM (NO ID–DISTURBED) 1.33'N & 0.22'E
25' UTILITY EASEMENT PER O.R.B. 5968, PG. 3541 (AS TO BII ITEM 8)
TIFFANY HOMES AT VENETIAN BAY, PHASE 1B MAP BOOK 53, PAGES 189–191
NORTHERLY BOUNDARY OF VERANO AT VENETIAN BAY
VERANO AT VENETIAN BAY MAP BOOK 57, PAGES 5–13
VENITION BAY PHASE 1B–UNIT 2 M.B. 52, PGS. 150–168
0 200 400 800
1 INCH = 400 FEET
SHEET 2
N79°06'22"W 1530.02'
525.30'
N10°53'38"E 281.51'
N79°06'22"W 107.00'
L=71.88' R=50.00' Δ=82°22'02" CB=N37°55'20"W CH=65.85'
L=39.27' R=25.00' Δ=90°00'00" CB=N34°06'22"W CH=35.36'
N10°53'38"E 50.00'
N10°53'38"E 120.00'
N79°06'22"W 118.87'
L=113.90' R=855.00' Δ=7°37'58" CB=N7°04'40"E CH=113.81'
N10°53'38"E 536.68'
SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)
L=352.93' R=350.00' Δ=57°46'29" CB=N17°59'36"W CH=338.16'
N46°52'51"W 457.72'
N43°07'09"E 157.49'
N46°52'51"W 1087.90'
L=715.32' R=2235.00' Δ=18°20'16" CB=S29°25'03"E CH=712.28'
N49°08'50"W 60.00'
L=7.40' R=470.00' Δ=0°54'05" CB=N40°24'07"E CH=7.40'
N78°57'50"W 1007.47'
L=434.54' R=547.00' Δ=45°31'00" CB=N56°12'20"W CH=423.21'
L=186.52' R=547.00' Δ=19°32'12" CB=N23°40'44"W CH=185.61'
N76°05'22"W 151.71'
N80°47'00"W 65.56'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
S77°30'33"W 39.93'
SEC 16–17–33
N10°53'38"E 536.68'
N01°24'37"W 2640.74'(C)
N01°27'29"W 2640.04'(C)
N01°24'37"W 2640.74'(M)
N01°27'29"W 2614.68'
6–17–33–00–00–0051 O.R.B. 7123, PG. 886
NOT PLATTED
SW CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
N01°24'37"W 126.63'
SW CORNER VERANO AT VENETIAN BAY FD. 4"x4" CM (NO ID)
1177.80'
FD. N/D (PCP LS 4044)
NORTHERLY BOUNDARY OF VERANO AT VENETIAN BAY
N77°41'11"W 2984.37'(C) N77°41'08"W 2984.37'(P)
N77°43'43"W 773.24'(M) S77°41'14"E 773.48'(P)
L1408.53'
FD. 5/8" IR (LB 3019)
PARCEL NO. 731701000000E VENETIAN BAY HOA (O.R.B. 6766, PG. 3366)
TRACT "E" ACTIVE RECREATION (GOLF COURSE)
SEC 18–17–33
VENETIAN BAY PHASE 2–UNIT 1 MAP BOOK 53, PAGES 139–175
NW 1/4 OF SEC 17–17–33
FD. N/D (PRM LB 4475)
FD. 4"x4" CM (NO ID)
PARCEL NO. 731701000000G VENETIAN BAY HOA
TRACT "G" (STORMWATER RETENTION)
SE CORNER OF VERANO AT VENETIAN BAY PER M.B. 57, PGS. 5–13
PARCEL NO. 731701000000H VENETIAN BAY HOA (O.R.B. 6766, PG. 3334)
TRACT "W" (WETLAND/UPLAND PRESERVATION)
NE 1/4 OF SEC 17–17–33
NORTH LINE OF VENETIAN BAY PHASE 2–UNIT 1
N86°18'21"W 1578.05'
S16°46'21"W 1578.05'
FD. 4"x4" CM (NO ID)
N49°35'36"E 167.05'(M) S49°38'34"W 167.05'(P)
N77°41'11"W 1572.13'
1085.94'
TRACT "E" ACTIVE RECREATION (GOLF COURSE)
PARCEL NO. 731701000000E VENETIAN BAY HOA (O.R.B. 6766, PG. 3366)
TRACT "R" (WETLAND RESERVATION)
NE CORNER VENETIAN BAY PHASE 2–UNIT 1 PER M.B. 53, PGS. 139–175 FD. 4"x4" CM (NO ID–DISTURBED)
PARCEL NO. 731701000000R VENETIAN BAY HOA
7317–00–00–0030 UTILITIES COMMISION O.R.B. 4634, PG. 2674
L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'
E–W MID–SECTION LINE OF SECTION 8–17–33
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SHEET 5
SE 1/4 OF SEC 8–17–33
SHEET 4
L=524.55' R=2365.00' Δ=12°42'29" CB=N32°13'57"W CH=523.47'
S6°49'30"W 102.21'
NOT PLATTED
S6°49'30"W 9.36.70'
S77°30'33"W 39.93'
SEC 16–17–33
SE CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
S16°46'21"W 210.37'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
SHEET 3
E LINE OF O.R.B. 6275, PG. 2063
NOT INCLUDED
FLORIDA POWER & LIGHT CO (O.R.B. 6725, PG. 2063)
POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)
N84°41'54"E 1274.30'
SET 5/8" IR (MDA LB4335 WIT)
S LINE OF O.R.B. 6275, PG. 2063
UNABLE TO SET CORNER FALLS IN WATER
SET WITNESS CORNERS
SE CORNER OF O.R.B. 6275, PG. 2063
304.78'
N05°48'36"W 122.15'
PARCEL B 55.79 ACRES±
NE 1/4 OF SEC 8–17–33
L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WEST LINE OF O.R.B. 4634, PG. 2674
REPLACED FD. 5/8" IR (LB 7883)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SE 1/4 OF SEC 8–17–33
N46°52'03"W 1087.90'
L=715.32' R=2235.00' Δ=18°20'16" CB=S29°25'03"E CH=712.28'
N49°08'50"W 60.00'
FD. 5/8" IR (LB 3019)
N46°52'03"W 146.39'
L=192.14' =343.00' Δ=32°05'47" CB=N62°54'56"W CH=189.64'
N46°52'51"W 457.72'
N43°07'09"E 157.49'
L=352.93' R=350.00' Δ=57°46'29" CB=N17°59'36"W CH=338.16'
N10°53'38"E 536.68'
SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)
N10°53'38"E 120.00'
N79°06'22"W 118.87'
L=113.90' R=855.00' Δ=7°37'58" CB=N7°04'40"E CH=113.81'
N10°53'38"E 50.00'
L=39.27' R=25.00' Δ=90°00'00" CB=N34°06'22"W CH=35.36'
N79°06'22"W 107.00'
L=71.88' R=50.00' Δ=82°22'02" CB=N37°55'20"W CH=65.85'
S79°06'22"E 1530.02'
525.30'
N10°53'38"E 281.51'
N01°27'29"W 2614.68'
6–17–33–00–00–0051 O.R.B. 7123, PG. 886
NOT PLATTED
N00°06'47"E 184.36'
POINT OF COMMENCEMENT NW CORNER SECTION 8–17–33 SET 4"x4" CM (PRM LB 4335)
N10°54'21"E 32.00'
S10°53'38"W 145.98'
S79°05'39"E 1439.05'
S79°05'39"E 1134.96'
ARDISIA PARK PHASES 1 & 2 MAP BOOK 66, PAGES 111–130
L=229.59' R=2950.00' Δ=4°27'33" CB=S81°39'52"W CH=229.53'
POINT OF BEGINNING (PARCEL A)
S05°51'56"E 28.42'
S06°54'58"W 359.87'
N05°51'56"E 359.81'
FD. 5/8" IR (LB 2599)
FD. 5/8" IR (NO ID)
N LINE SECTION 8–17–33
S LINE SECTION 5–17–33
SEC 5–17–33
EXISTING R/W LINE PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #7)
S80°44'15"E 312.04'
S80°44'15"E 261.34'
WILLIAMSON BOULEVARD PER O.R.B. 7186, PG. 4520
NE CORNER SECTION 8–17–33 FD. 5/8" IR (LS 2048) PER CDR #073060
S01°05'16"E 548.15'(SECTION LINE)
FD. 4"x4" CM (PSM 5072)
N84°45'33"E 95.42'
S89°41'37"E 21.79'
N84°35'24"E 210.19'
S03°28'34"E 17.32'
S89°41'37"E 170.08'
S89°41'37"E 310.73'
FD. 4"x4" CM (SRD)
N85°16'22"E 122.80'
FD. 5/8" IR (LB 7883)
N83°52'30"E 1110.76'
FD. 4"x4" CM (SRD)
S53°17'14"E 80.28'
L=571.38' R=2190.00' Δ=14°56'55" CB=S38°30'19"E CH=569.76'
N84°01'15"E 15.71'
SHEET 3
E LINE OF O.R.B. 6275, PG. 2063
NOT INCLUDED
FLORIDA POWER & LIGHT CO (O.R.B. 6725, PG. 2063)
POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)
N84°41'54"E 1274.30'
SET 5/8" IR (MDA LB4335 WIT)
S LINE OF O.R.B. 6275, PG. 2063
UNABLE TO SET CORNER FALLS IN WATER
SET WITNESS CORNERS
SE CORNER OF O.R.B. 6275, PG. 2063
304.78'
N05°48'36"W 122.15'
PARCEL B 55.79 ACRES±
NE 1/4 OF SEC 8–17–33
L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'
L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'
E–W MID–SECTION LINE OF SECTION 8–17–33
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WEST LINE OF O.R.B. 4634, PG. 2674
REPLACED FD. 5/8" IR (LB 7883)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SHEET 4
SE 1/4 OF SEC 8–17–33
L=715.32' R=2235.00' Δ=18°20'16" CB=S29°25'03"E CH=712.28'
L=524.55' R=2365.00' Δ=12°42'29" CB=N32°13'57"W CH=523.47'
REPLACED FD. 1/2" IP (NO ID)
S6°49'30"W 102.21'
NOT PLATTED
S6°49'30"W 9.36.70'
S77°30'33"W 39.93'
SEC 16–17–33
SE CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
S16°46'21"W 210.37'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
FD. 5/8" IR (FDOT LB 6429)
S03°10'20"E 199.67'
FD. 1/2" IP (NO ID)
S04°15'47"E 91.24'
FD. 5/8" IR (FDOT LB 6429)
L=97.25' R=3999.83' Δ=1°23'35" CB=S4°57'34"E CH=97.25'
FD. 5/8" IR (LB 7883)
S38°06'32"W 280.00'
FD. 5/8" IR (LB 7883) REPLACED WITH 4"x4" CM (PRM LB4335)
S34°53'17"W 460.49'
NOT PLATTED
REPLACED FD. 5/8" IR (LB 4475)
S28°19'14"W 518.53'
7309–00–00–0141 UTILITIES COMMISION O.R.B. 4634, PG. 2674
E LINE SECTION 8–17–33 W LINE SECTION 9–17–33
SEC 9–17–33
S10°54'20"W 540.47'
S6°49'30"W 102.21'
NOT PLATTED
L=7.40' R=470.00' Δ=0°54'05" CB=N40°24'07"E CH=7.40'
N78°57'50"W 1007.47'
N49°08'50"W 60.00'
FD. 5/8" IR (LB 3019)
N46°52'03"W 146.39'
L=192.14' =343.00' Δ=32°05'47" CB=N62°54'56"W CH=189.64'
N46°52'03"W 1087.90'
L=434.54' R=547.00' Δ=45°31'00" CB=N56°12'20"W CH=423.21'
N37°26'50"W 467.49'
FD. 5/8" IR (LB 7883)
WEST LINE OF O.R.B. 4634, PG. 2674
7308–00–00–0040 UTILITIES COMMISION O.R.B. 4634, PG. 2674
L=186.52' R=547.00' Δ=19°32'12" CB=N23°40'44"W CH=185.61'
S76°05'22"W 151.71'
N80°47'00"W 65.56'
SHEET 6
SHEET 7
ARDISIA PARK – PHASES 1 & 2 MAP BOOK 66, PAGES 111–130
S LINE SECTION 8–17–33 N LINE SECTION 17–17–33
FD. 5/8" IR (NO ID–BENT) FD. 5/8" IR (ILLEGIBLE) 0.92'S & 9.66'E
FD. N/D (PCP LS 4044)
NORTHERLY BOUNDARY OF VERANO AT VENETIAN BAY
N77°41'11"W 2984.37'(C) N77°41'08"W 2984.37'(P)
N77°43'43"W 773.24'(M) S77°41'14"E 773.48'(P)
L1408.53'
FD. 5/8" IR (LB 3019)
PARCEL NO. 731701000000E VENETIAN BAY HOA (O.R.B. 6766, PG. 3366)
TRACT "E" ACTIVE RECREATION (GOLF COURSE)
SEC 18–17–33
VENETIAN BAY PHASE 2–UNIT 1 MAP BOOK 53, PAGES 139–175
NW 1/4 OF SEC 17–17–33
FD. N/D (PRM LB 4475)
FD. 4"x4" CM (NO ID)
PARCEL NO. 731701000000G VENETIAN BAY HOA
TRACT "G" (STORMWATER RETENTION)
SE CORNER OF VERANO AT VENETIAN BAY PER M.B. 57, PGS. 5–13
PARCEL NO. 731701000000H VENETIAN BAY HOA (O.R.B. 6766, PG. 3334)
TRACT "W" (WETLAND/UPLAND PRESERVATION)
NE 1/4 OF SEC 17–17–33
NORTH LINE OF VENETIAN BAY PHASE 2–UNIT 1
N86°18'21"W 1578.05'
S16°46'21"W 1578.05'
FD. 4"x4" CM (NO ID)
N49°35'36"E 167.05'(M) S49°38'34"W 167.05'(P)
N77°41'11"W 1572.13'
1085.94'
TRACT "E" ACTIVE RECREATION (GOLF COURSE)
PARCEL NO. 731701000000E VENETIAN BAY HOA (O.R.B. 6766, PG. 3366)
TRACT "R" (WETLAND RESERVATION)
NE CORNER VENETIAN BAY PHASE 2–UNIT 1 PER M.B. 53, PGS. 139–175 FD. 4"x4" CM (NO ID–DISTURBED)
PARCEL NO. 731701000000R VENETIAN BAY HOA
7317–00–00–0030 UTILITIES COMMISION O.R.B. 4634, PG. 2674
L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'
E–W MID–SECTION LINE OF SECTION 8–17–33
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SHEET 5
SE 1/4 OF SEC 8–17–33
SHEET 4
L=524.55' R=2365.00' Δ=12°42'29" CB=N32°13'57"W CH=523.47'
S6°49'30"W 102.21'
NOT PLATTED
S6°49'30"W 9.36.70'
S77°30'33"W 39.93'
SEC 16–17–33
SE CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
S16°46'21"W 210.37'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
SHEET 3
E LINE OF O.R.B. 6275, PG. 2063
NOT INCLUDED
FLORIDA POWER & LIGHT CO (O.R.B. 6725, PG. 2063)
POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)
N84°41'54"E 1274.30'
SET 5/8" IR (MDA LB4335 WIT)
S LINE OF O.R.B. 6275, PG. 2063
UNABLE TO SET CORNER FALLS IN WATER
SET WITNESS CORNERS
SE CORNER OF O.R.B. 6275, PG. 2063
304.78'
N05°48'36"W 122.15'
PARCEL B 55.79 ACRES±
NE 1/4 OF SEC 8–17–33
L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WEST LINE OF O.R.B. 4634, PG. 2674
REPLACED FD. 5/8" IR (LB 7883)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SHEET 5
SE 1/4 OF SEC 8–17–33
SHEET 4
L=524.55' R=2365.00' Δ=12°42'29" CB=N32°13'57"W CH=523.47'
S6°49'30"W 102.21'
NOT PLATTED
S6°49'30"W 9.36.70'
S77°30'33"W 39.93'
SEC 16–17–33
SE CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
S16°46'21"W 210.37'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
SHEET 3
E LINE OF O.R.B. 6275, PG. 2063
NOT INCLUDED
FLORIDA POWER & LIGHT CO (O.R.B. 6725, PG. 2063)
POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)
N84°41'54"E 1274.30'
SET 5/8" IR (MDA LB4335 WIT)
S LINE OF O.R.B. 6275, PG. 2063
UNABLE TO SET CORNER FALLS IN WATER
SET WITNESS CORNERS
SE CORNER OF O.R.B. 6275, PG. 2063
304.78'
N05°48'36"W 122.15'
PARCEL B 55.79 ACRES±
NE 1/4 OF SEC 8–17–33
L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'
L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'
E–W MID–SECTION LINE OF SECTION 8–17–33
E 1/4 CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
WEST LINE OF O.R.B. 4634, PG. 2674
REPLACED FD. 5/8" IR (LB 7883)
WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8486, PG. 1804)
PARCEL A 214.98 ACRES±
N–S MID–SECTION LINE OF SECTION 8–17–33
SW 1/4 OF SEC 8–17–33
SHEET 5
SE 1/4 OF SEC 8–17–33
SHEET 4
L=524.55' R=2365.00' Δ=12°42'29" CB=N32°13'57"W CH=523.47'
S6°49'30"W 102.21'
NOT PLATTED
S6°49'30"W 9.36.70'
S77°30'33"W 39.93'
SEC 16–17–33
SE CORNER SECTION 8–17–33 (NOTHING FOUND OR SET)
S16°46'21"W 210.37'
N73°13'39"W 108.46'
S69°02'29"W 46.57'
SHEET 3
E LINE OF O.R.B. 6275, PG. 2063
NOT INCLUDED
FLORIDA POWER & LIGHT CO (O.R.B. 6725, PG. 2063)
POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)
N84°41'54"E 1274.30'
SET 5/8" IR (MDA LB4335 WIT)
S LINE OF O.R.B. 6275, PG. 2063
UNABLE TO SET CORNER FALLS IN WATER
SET WITNESS CORNERS
SE CORNER OF O.R.B. 6275, PG. 2063
304.78'
N05°48'36"W 122.15'
PARCEL B 55.79 ACRES±
NE 1/4 OF SEC 8–17–33
L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'

FD. 4"x4" CM
(NO ID-BROKEN)
S.80'S ON-LINE

CYPRESS HEAD PHASE II-D
M.B. 49, PGS. 25-27

SEC 5-17-33

CYPRESS SPRINGS PARKWAY

N LINE SECTION 8-17-33
S LINE SECTION 5-17-33

0 50 100 200
1 INCH = 100 FEET

FENCE CORNER 11.9'W

MES (TYP)
18" RCP
DRAINAGE DITCH (TYP)
ASPHALT PAVEMENT
DRAINAGE DITCH

S79°29'49"E 1296.54'

TRACT A (R/W DEDICATION)
TRACT CC (UTILITIES)
TRACT BB (LANDSCAPE BUFFER)

N00°06'47"E 184.38'

DIRT ROAD

POINT OF COMMENCEMENT
NW CORNER SECTION 8-17-33
(RESTABLISHED BASED ON DEED CALLS)

ZONE X

TRACT B
(STORM WATER MANAGEMENT)

PIONEER TRAIL (PUBLIC R/W, WIDTH VARIES)

CYPRESS HEAD PHASE II-D
M.B. 49, PGS. 25-27

W LINE SECTION 8-17-33
E LINE SECTION 7-17-33

FEMA FLOOD
ZONE LINE (TYP)

L=62.84'
R=40.00'
Δ=90°00'43"
CB=N55°54'00"E
CH=56.57'

S79°05'39"E 1439.05'

PROPOSED ACCESS EASEMENT

S79°05'39"E 1134.96'

ASPHALT PAVEMENT

DRAINAGE DITCH (TYP)

FD. 5/8" IR
(LB 2599)

NOT PLATTED

FD. 5/8" IR
(NO ID)

MES (TYP)
30"x18" RCP

SET 5/8" IR
(PRM MDA LB 4335)

S80°44'15"E 312.04'

S74°24'21"E 469.68'

4" VF

TRACT DD (UTILITIES)
TRACT BB (LANDSCAPE BUFFER)

ZONE A

TRACT B
(STORM WATER MANAGEMENT)

ZONE X

FENCE CORNER 33.3'W

PARCEL NO. 7308000000031
RUSSELL G & CARRIE S WELSH
(O.R.B. 6184, PG. 782)

E LINE OF O.R.B.
6184, PG. 784

NOT INCLUDED

6" CLF

EXISTING R/W LINE
PER O.R.B. 8396,
PG. 805 (AS TO
ENCUMBRANCE #7)

N03°51'56"E 331.40'

N03°51'56"E 359.87'

N03°51'56"E 331.75'

W LINE OF O.R.B.
6184, PG. 784

FENCE CORNER
9.4'W

FD. 5/8" IR (LB 2599)
FNC CORNER 0.3'N & 0.1'W

S79°49'12"E 375.00'

FD. 5/8" IR
(LB 2599)

FEMA FLOOD
ZONE LINE (TYP)

ZONE X

ZONE A

L=209.59'
R=2950.00'
Δ=4°27'13"
CB=S81°39'52"W
CH=209.53'

L=145.98'
S10°53'38"W

PARCEL NO. 7730800000030
MELVIN RE HOLDINGS LLC
(O.R.B. 6716, PG. 344)

ZONE X

NOT INCLUDED

NW 1/4 OF
SEC 8-17-33

S0°26'06"W 433.64'

DRAINAGE DITCH (TYP)

765.01'

S79°06'22"E 1530.02'

765.01'

N6°26'06"E
195.20'

N10°53'38"E 525.30'

WETLAND
4,542,977 SQ. FT.
OR
104.2924 ACRES

WETLAND LINE (TYP)

SOLID HATCHED AREA
REPRESENTS A RESERVATION OF
OIL, GAS & MINERALS AND RIGHTS
OF INGRESS & EGRESS PER O.R.B.
989 PG. 232, O.R.B. 1876, PG.
1778, O.R.B. 1877, PG. 942
(AS TO ENCUMBRANCE #4)

N-S MID-SECTION LINE
OF SECTION 8-17-33

MATCHLINE "A" - SEE SHEET 3 OF 7

25' UTILITY EASEMENT PER
O.R.B. 5971, PG. 1621
(AS TO ENCUMBRANCE #5)

TRACT C
(STORM WATER MANAGEMENT)

ARDISIA PARK - PHASES 1 & 2
MAP BOOK 66, PAGES 111-130

TRACT D
(STORM WATER
MANAGEMENT)

TRACT Q
(LIFT STATION)

TRACT P
(COMMON AREA)

TRACT Q
(COMMON AREA)

TRACT II
(NATURAL AREA)

WETLAND
661933 SQ. FT.
OR
15.1959 ACRES

12" PVC

24" RCP

6" PVC

L=39.27'
R=25.00'
Δ=90°00'00"
CB=N34°06'22"W
CH=35.36'

N10°53'38"E 50.00'

N79°06'22"W 107.00'

N10°53'38"E
120.00'

118.87'
N79°06'22"W

L=71.88' R=50.00' Δ=82°22'02"
CB=N37°55'20"W CH=65.85'

L=113.90' R=855.00' Δ=7°37'58"
CB=N7°04'40"E CH=113.81'

TRACT G
(STORM WATER
MANAGEMENT)

30" CMP

METAL
BUILDING
CONC.

4" WELL

6" WELL AND PUMP
ON CONCRETE

24" CMP

MATCHLINE "B" - SEE SHEET 5 OF 7

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT #	1351
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME:	1351_suralta_PH3&4-update.dwg
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.:	217/65-72; 234/42-51,71-72	SHEET	2 OF 7

G:\Data - X\JOBS\1351 - Melvin Property-Deer Point\1_Survey\Civil 3D-DWGs\1351_suralta_PH3&4-update.dwg Jul 24, 2025 12:00pm

WILLIAMSON BOULEVARD
PER O.R.B. 7186, PG. 4520

PIONEER TRAIL (PUBLIC R/W, WIDTH VARIES)

NOT PLATTED

NOT PLATTED

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

SOUTHERLY R/W LINE

EXISTING SOUTHERLY R/W LINE PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #7)

SET 5/8" IR (PRM MDA LB 4335)

SET 5/8" IR (PRM MDA LB 4335)

SET 5/8" IR (PRM MDA LB 4335)

FD. 4"x4" CM (SRD)

FD. 4"x4" CM (PSM 5072)

FD. 4"x4" CM (SRD)

FD. 5/8" IR (LB 7883)

SET 5/8" IR (PRM MDA LB 4335)

SET 5/8" IR (MDA LB4335 WIT)

SET 5/8" IR (MDA LB4335 WIT)

UNABLE TO SET CORNER FALLS IN WATER SET WITNESS CORNERS

SE CORNER OF O.R.B. 6275, PG. 2063

POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)

MATCHLINE "A" – SEE SHEET 2 OF 7

MATCHLINE "D" – SEE SHEET 5 OF 7

MATCHLINE "C" – SEE SHEET 4 OF 7

INTERSTATE 95

L=153.45'
R=2190.00'
Δ=4°00'52"
CB=S8°02'17"E
CH=153.42'

L=27.59'
R=1033.00'
Δ=1°31'49"

L=230.53'
R=1033.00'
Δ=12°47'11"

L=258.12' R=1033.00'
Δ=14°19'00" CH=257.45'
CB=S88°31'13"E
L=571.38' R=2190.00' Δ=14°56'55"
CB=S88°30'18"E CH=569.76'

L=303.60'
R=2190.00'
Δ=7°56'34"

L=114.33'
R=2190.00'
Δ=2°59'28"
S84°01'15"W
15.71'

L=114.68' R=69.79' Δ=94°09'11"
CB=S48°09'52"E CH=102.21'

S74°24'21"E 469.68'
S80°44'15"E 312.04'
S82°21'43"E 261.34'
S54°57'14"E 446.25'
S54°57'14"E 365.97'
N84°11'24"E 301.37'
S5°48'36"E 560.33'
N84°41'54"E 1274.30'
N05°48'36"W 122.15'
S27°39'17"E 819.81'
S34°53'17"W 460.49'
S03°28'34"E 17.32'
S89°41'37"E 21.79'
N84°35'24"E 210.19'
N83°52'30"E 1110.76'
N84°19'17"E 202.63'
N84°19'17"E 130.00'
N84°19'17"E 72.63'
N05°48'36"W 92.15'
N05°48'36"W 420.23'
N05°48'36"W 765.67'
N84°45'33"E 95.42'
N01°05'16"W 777.73'
S01°05'16"E 782.09'
N01°05'16"W 79.32'
S89°41'37"E 502.59'
S45°51'41"E 1083.19'
S03°10'20"E 199.67'
S04°15'47"E 914.24'
S34°53'17"W 304.78'
S38°06'32"W 280.00'
170.06'
310.73'
170.01'
245.70'
923.53'
304.78'

L=580.72'
R=3435.00'
Δ=9°41'11"

L=1965.02' R=3435.00' Δ=32°46'36"
CB=N12°11'53"W CH=1938.34'

L=2039.39' R=3565.00' Δ=32°46'36"
CB=S12°11'53"E CH=2011.69'

L=97.25'
R=3989.83'
Δ=1°23'45"
CB=S4°57'34"E
CH=97.25'

130.00'

NOT INCLUDED

PARCEL NO. 7730800000030
MELVIN RE HOLDINGS LLC
(O.R.B. 6716, PG. 344)

NOT INCLUDED

PARCEL NO. 730800000033
FLORIDA POWER & LIGHT CO
(O.R.B. 6725, PG. 2063)

NOT INCLUDED

PARCEL NO. 7309-00-00-0031
FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. 8396, PG. 805
(AS TO ENCUMBRANCE #7)

WILLIAMSON BOULEVARD
(100' R/W PER O.R.B. 8486, PG. 1804)

E LINE OF O.R.B. 6275, PG. 2063

W LINE OF O.R.B. 6275, PG. 2063

S LINE OF O.R.B. 6275, PG. 2063

NE 1/4 OF SEC 8-17-33

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

SEC 9-17-33

WETLAND
4,542,977 SQ.FT.
OR
104.2924 ACRES

WETLAND
4,542,977 SQ. FT.
OR
104.2924 ACRES

WETLAND
21,080 SQ. FT.
OR
0.4839 ACRES

WETLAND
24649 SQ. FT.
OR
0.5659 ACRES

WETLAND
4,542,977 SQ.FT.
OR
104.2924 ACRES

WETLAND LINE (TYP)

FEMA FLOOD ZONE LINE (TYP)

ZONE A

ZONE X

POND

DRAINAGE DITCH (TYP)

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

170.05' 80FT UTILITY EASEMENT PER O.R.B. 217 & 930, PG. 55 (AS TO ENCUMBRANCES #2 & 3)

FLOOD PLAIN COMPENSATION EASEMENT PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #8)

BILLBOARD LEASE AREA PER O.R.B. 6985, PG. 3244 (AS TO BII ITEM 10)

7309-00-00-0149
FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. 8355, PG. 3937

7309-00-00-0141
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

WEST LINE OF O.R.B. 4634, PG. 2674

FD. 5/8" IR (LB 7883) REPLACED WITH 4"x4" CM (PRM LB4335)

0 50 100 200
1 INCH = 100 FEET

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY | PROJECT # 1351
DRAWN BY: LAT | DRAW DATE: 12/13/21 | CHECKED BY: LHD | SCALE: 1" = 100' | FILE NAME: 1351_suralta_PH3&4-update.dwg
CREW: SC,JB | FIELD DATE: 12/10/21 | F.B./PG.: 217/65-72; 234/42-51,71-72 | SHEET 3 OF 7

C:\Users\...\1351 - Malin Property-Port Pointe_Survey\Civil 3D 2018\1351_suralta_PH3&4-update.dwg Jan 24, 2023 - 12:00pm

MATCHLINE "C" – SEE SHEET 3 OF 7

MATCHLINE "D" – SEE SHEET 5 OF 7

MATCHLINE "F" – SEE SHEET 6 OF 7

MATCHLINE "E" – SEE SHEET 7 OF 7

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

E-W MID-SECTION LINE OF SECTION 8-17-33

FEMA FLOOD ZONE LINE (TYP)

ZONE A

ZONE X

WETLAND LINE (TYP)

DRAINAGE DITCH (TYP)

WETLAND
4,542,977 SQ.FT.
OR
104.2924 ACRES

WILLIAMSON BOULEVARD
(130' R/W PER O.R.B. 8486, PG. 1804)

L=1965.02'
R=3435.00'
Δ=32°46'36"
CB=N27°11'53"W
CH=1938.34'

L=2039.39'
R=3565.00'
Δ=32°46'36"
CB=S27°11'53"E
CH=2011.69'

L=863.77'
R=3565.00'
Δ=13°52'52"

L=803.58'
R=3435.00'
Δ=13°24'14"

L=873.43'
R=3565.00'
Δ=14°02'08"

L=524.55'
R=2365.00'
Δ=12°42'29"
CB=N32°13'57"W
CH=523.47'

L=715.12'
R=2235.00'
Δ=18°20'16"
CB=S29°25'03"E
CH=712.28'

E 1/4 CORNER SECTION 8-17-33
(NOTHING FOUND OR SET)

S45°37'17"W 460.49'

S28°19'14"W 518.53'

S10°54'20"W 540.47'

S6°49'30"W 936.70'

102.21'
S06°49'30"W

REPLACED FD. 5/8" IR
(LB 4475) WITH 4"x4" CM
(PRM MDA LB 4335)

REPLACED FD. 5/8" IR
(LB 7883) WITH 4"x4" CM
(PRM MDA LB 4335)

SET 5/8" IR
(PRM MDA LB 4335)

GATE

10" CMP

24" CMP

24" CPP

WEST LINE OF O.R.B.
4634, PG. 2674

170.00' WIDE UTILITY EASEMENT PER
O.R.B. 921, PG. 27 & 930, PG. 55
(AS TO BII ITEMS 5 & 6)

7309-00-00-0141
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

7308-00-00-0040
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

SEC 9-17-33

NOT PLATTED

SE 1/4 OF
SEC 8-17-33

0 50 100 200
1 INCH = 100 FEET

N78°57'50"W 1007.47'

L=434.54'
R=547.00'
Δ=45°31'00"
CB=N56°12'20"W
CH=423.21'

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111-130

203 202 201 200 199 198 197 196 195 194

WETLAND
847292 SQ. FT.
OR
19.4511 ACRES

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT # 1351	
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET 4 OF 7	

Drawing name: K:\DWGS\1351 - Marsh Property - Silver Point\1_Survey\Civil 3D\DWGs\1351_suralta_PH3&4-update.dwg Jan 24, 2022 12:03pm

MATCHLINE "B" – SEE SHEET 3 OF 7

MATCHLINE "D" – SEE SHEET 4 OF 7

MATCHLINE "G" – SEE SHEET 6 OF 7

L=113.90' R=855.00' Δ=7°37'58"
CB=N7°04'40"E CH=113.81'

N1°35'38"E 536.68'

L=352.93'
R=350.00'
Δ=57°46'39"
CB=N17°59'36"W
CH=338.16'

N46°52'51"W 457.72'

N43°07'09"E 157.49'

N46°52'03"W 1087.90'

N49°08'50"W 60.00'

N1°27'29"W 2614.68'

N01°27'29"W 26.70'
N01°26'58"W 26.74'(P)

N78°33'24"W 856.31'
S78°31'17"E 856.82'(P)

W 1/4 CORNER SEC 8-17-33
(CORNER DESTROYED)
FD. 4"x4" CM (NO ID-DISTURBED)
1.5'N & 0.2'E

W LINE SECTION 8-17-33
E LINE SECTION 7-17-33

N01°27'14"W 2640.00'(P)
N01°27'57"W 2640.04'(C)

NOT PLATTED

6-17-33-00-00-0051
HAYMAN, LAWRENCE E
O.R.B. 7122, PG. 4071

TRACT BB (LANDSCAPE BUFFER)

TRACT DD (UTILITIES)

TRACT EE (UTILITIES)

25' UTILITY EASEMENT PER
O.R.B. 5971, PG. 1621
(AS TO ENCUMBRANCE #5)

TRACT E
(STORM WATER
MANAGEMENT)

TRACT R
(COMMON AREA)

TRACT AA (LANDSCAPE BUFFER)

UPLAND BUFFER

TRACT "H"
(CONSERVATION AREA)

TRACT II
(NATURAL AREA)

WETLAND
6619.33 SQ. FT.
OR
15.1959 ACRES

TRACT F
(STORM WATER
MANAGEMENT)

TRACT G
(STORM WATER MANAGEMENT)

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111-130

FD. 5/8" IR
(LB 3019)

TRACT R (COMMON AREA)

TRACT V (STORM WATER MANAGEMENT)

NW 1/4 OF
SEC 8-17-33

SW 1/4 OF
SEC 8-17-33

E-W MID-SECTION LINE
OF SECTION 8-17-33

N-S MID-SECTION LINE
OF SECTION 8-17-33

SOLID HATCHED AREA
REPRESENTS A RESERVATION OF
OIL, GAS & MINERALS AND RIGHTS
OF INGRESS & EGRESS PER O.R.B.
989, PG. 232; O.R.B. 1876, PG.
1778; O.R.B. 1877, PG. 942
(AS TO ENCUMBRANCE #4)

DIRT ROAD

TRACT "J"
(STORMWATER MANAGEMENT AREA)

NORTHERLY BOUNDARY OF
VERANO AT VENETIAN BAY

EXHIBIT "B"
DEED OF CONSERVATION EASEMENT
(O.R.B. 7122, PG. 4071)

TIFFANY HOMES AT VENETIAN
BAY, PHASE 1B
MAP BOOK 53, PAGES 189-191

BELLINO BOULEVARD

25' UTILITY EASEMENT PER
O.R.B. 5968, PG. 3541
(AS TO BII ITEM 8)

10.00' ACCESS EASEMENT

R/W LINE

TRACT "D"
(STORMWATER
MANAGEMENT AREA)

25' UPLAND BUFFER

TRACT U
(STORM WATER MANAGEMENT)

RETENTION AREA

WETLAND LINE (TYP)

WETLAND
847292 SQ. FT.
OR
19.4511 ACRES

0 50 100 200
1 INCH = 100 FEET

ZONE A
ZONE X
FEMA FLOOD ZONE LINE (TYP)
DRAINAGE DITCH (TYP)
CONCRETE HEADWALL
6" PVC
10" PVC
24" CMP
36" CMP
18" RCP

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT # 1351	
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET 5 OF 7	

Drawing name: N:\DWGS\1351 - Melia Property Shell Packs_Survey\Civil 3D Files\1351_suralta_PH3&4-update.dwg Jan 24, 2022 12:01pm

MATCHLINE "G" – SEE SHEET 5 OF 7

MATCHLINE "F" – SEE SHEET 4 OF 7

MATCHLINE "F" – SEE SHEET 7 OF 7

MODENA WAY

MONACO BOULEVARD

TRACT Z (LANDSCAPE BUFFER)

TRACT T (STORM WATER MANAGEMENT)

FD. 5/8" IR (LB 3019)

N46°52'03"W 1438.78'(M) N46°51'48"W 1438.78'(P)

ZONE A

ZONE X

UPLAND BUFFER

VERANO AT VENETIAN BAY MAP BOOK 57, PAGES 5–13 TRACT "J" (STORMWATER MANAGEMENT AREA)

FEMA FLOOD ZONE LINE (TYP)

TRACT "G" (STORMWATER MANAGEMENT AREA)

DIRT ROAD

TRACT H (STORM WATER MANAGEMENT)

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

N06°38'40"E 1441.31'(M) N06°38'34"E 1441.74'(P)

DRAINAGE DITCH (TYP)

30" RCP

L=7.40' R=470.00' Δ=0°54'05" CB=N40°24'07"E CH=7.40'

146.39' N46°52'03"W

WETLAND 847292 SQ. FT. OR 19.4511 ACRES

WETLAND LINE (TYP)

L=192.14' R=343.00' Δ=32°05'47" CB=N62°54'56"W CH=189.64'

N78°57'50"W 1007.47'

TRACT N (LIFT STATION)

ARDISIA PARK – PHASES 1 & 2 MAP BOOK 66, PAGES 111–130

N–S MID–SECTION LINE OF SECTION 8–17–33

TRACT HH (NATURAL AREA)

WETLAND 199254 SQ. FT. OR 4.5742 ACRES

TRACT I (STORM WATER MANAGEMENT)

N–S MID–SECTION LINE OF SECTION 17–17–33

S LINE SECTION 8–17–33
N LINE SECTION 17–17–33

TRACT J (STORM WATER MANAGEMENT)

NW 1/4 OF SEC 17–17–33

MES W/18" RCP

FD. 5/8" IR (NO ID–BENT)
FD. 5/8" IR (ILLEGIBLE)
0.92'S & 9.66'E

TRACT "F" (STORMWATER MANAGEMENT AREA)

NORTHERLY BOUNDARY OF VERANO AT VENETIAN BAY

N77°43'43"W 773.24'(M)
S77°41'14"E 773.48'(P)

TRACT Y (LANDSCAPE BUFFER)

TRACT FF (ACCESS, UTILITIES, DRAINAGE AND COMMON AREA)

TRACT X (LANDSCAPE BUFFER)

FD. 5/8" IR (LB 3019)

TRACT K (STORM WATER MANAGEMENT)

N49°35'36"E 167.05'(M)
S49°38'34"W 167.05'(P)

TRACT GG (NATURAL AREA)

SE CORNER OF VERANO AT VENETIAN BAY PER M.B. 57, PGS. 5–13

TRACT "H" (WETLAND/ UPLAND PRESERVATION)

PARCEL NO. 731701000000 VENETIAN BAY HOA (O.R.B. 6766, PG. 3334)

N77°41'11"W 2984.37'(C) N77°41'08"W 2984.37'(P)

1408.53'

398.04'

TRACT "E" ACTIVE RECREATION (GOLF COURSE)

PARCEL NO. 731701000000E VENETIAN BAY HOA (O.R.B. 6766, PG. 3366)

FD. 4"x4" CM (NO ID)

VENETIAN BAY PHASE 2–UNIT 1 MAP BOOK 53, PAGES 139–175

PARCEL NO. 731701000000G VENETIAN BAY HOA

TRACT "G" (STORMWATER RETENTION)

PARCEL NO. 731701000000G VENETIAN BAY HOA

0 50 100 200

1 INCH = 100 FEET

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

ALTA/NSPS LAND TITLE SURVEY					PROJECT # 1351
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65–72; 234/42–51,71–72		SHEET 6 OF 7	

G:\Projects\1351 - Mirabella Property-Shell Points\Survey\Civil 3D\DWG\1351_suralta_PH3&4-update.dwg Jun 24, 2025 12:02pm

MATCHLINE "E" – SEE SHEET 4 OF 7

MATCHLINE "F" – SEE SHEET 6 OF 7

221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193

193
L=434.54'
R=547.00'
Δ=45°31'00"
CB=N56°12'20"W
CH=423.21'

N33°26'50"W 467.49'

L=186.52'
R=547.00'
Δ=19°32'12"
CB=N23°40'44"W
CH=185.61'

S76°05'22"W 151.71'

N80°47'00"W 65.56'

S77°30'33"W 39.93'

S16°46'21"W 210.37'

S6°49'30"W 936.70'

N73°13'39"W 108.46'

S69°02'29"W 46.57'

S16°46'21"W 1578.05'

N27°41'11"W 1572.13'

1085.94'

486.18'

WETLAND
199254 SQ. FT.
OR
4.5742 ACRES
TRACT HH
(NATURAL AREA)

WETLAND
847292 SQ. FT.
OR
19.4511 ACRES

WETLAND
131556 SQ. FT.
OR
3.0201 ACRES
TRACT GG
(NATURAL AREA)

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111–130

TRACT I
(STORM WATER MANAGEMENT)

TRACT K
(STORM WATER MANAGEMENT)

TRACT L
(STORM WATER MANAGEMENT)

TRACT M
(LIFT STATION)

TRACT S
(COMMON AREA)

TRACT W (LANDSCAPE BUFFER)

TRACT FF (ACCESS, UTILITIES, DRAINAGE AND COMMON AREA)

TRACT "E"
ACTIVE RECREATION
(GOLF COURSE)

TRACT "H"
(WETLAND/UPLAND PRESERVATION)

TRACT "R"
(WETLAND PRESERVATION)

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO BII ITEM 7)

WETLAND LINE (TYP)

DRAINAGE DITCH (TYP)

FEMA FLOOD ZONE LINE (TYP)

ZONE A

ZONE X

NOT PLATTED

7308-00-00-0040
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

7317-00-00-0030
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

WEST LINE OF O.R.B. 4634, PG. 2674

FD. 5/8" IR
(LB 7883)

FD. 4"x4" CM (NO ID)

S LINE SECTION 8-17-33
N LINE SECTION 17-17-33

SE CORNER SECTION 8-17-33
(NOTHING FOUND OR SET)

SEC 16-17-33

NE 1/4 OF
SEC 17-17-33

NORTH LINE OF VENETIAN BAY PHASE 2-UNIT 1

PARCEL NO. 731701000000H
VENETIAN BAY HOA
(O.R.B. 6766, PG. 3334)

PARCEL NO. 731701000000E
VENETIAN BAY HOA
(O.R.B. 6766, PG. 3366)

PARCEL NO. 731701000000R
VENETIAN BAY HOA

NE CORNER VENETIAN BAY PHASE 2-UNIT 1
PER M.B. 53, PGS. 139-175
FD. 4"x4" CM (NO ID-DISTURBED)

6" PVC

7' CONCRETE CART PATH

0 50 100 200
1 INCH = 100 FEET

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT # 1351	
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET 7 OF 7	

G:\Projects\1351 - Mirada Property\Plat Parts\Survey\Civil 3D Data\1351_suralta_PH3&4-update.dwg Jan 24, 2025 12:04pm

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL A

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN S74°24'21"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 04°00'52", A CHORD BEARING OF S83°02'17"E AND A CHORD DISTANCE OF 153.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.45 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°41'14"E, A DISTANCE OF 365.97 FEET; THENCE N84°11'24"E, A DISTANCE OF 301.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S05°48'36"E, A DISTANCE OF 560.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3565.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF S22°11'53"E AND A CHORD DISTANCE OF 2011.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2039.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2235.00 FEET, A CENTRAL ANGLE OF 18°20'16", A CHORD BEARING OF S29°25'03"E AND A CHORD DISTANCE OF 712.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 715.32 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S06°49'30"W ALONG SAID WEST LINE, A DISTANCE OF 936.70 FEET; THENCE CONTINUE ALONG SAID WEST LINE S16°46'21"W, A DISTANCE OF 210.37 FEET; THENCE DEPARTING SAID WEST LINE, RUN N73°13'39"W, A DISTANCE OF 108.46 FEET; THENCE S69°02'29"W, A DISTANCE OF 46.57 FEET; THENCE S77°30'33"W, A DISTANCE OF 39.93 FEET; THENCE N80°47'00"W, A DISTANCE OF 65.56 FEET; THENCE S76°05'22"W, A DISTANCE OF 151.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF N23°40'44"W AND A CHORD DISTANCE OF 185.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO THE POINT OF TANGENCY; THENCE N33°26'50"W, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF N56°12'20"W AND A CHORD DISTANCE OF 423.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE N78°57'50"W, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF N62°54'56"W AND A CHORD DISTANCE OF 189.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE N46°52'03"W, A DISTANCE OF 146.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF N40°24'07"E AND A CHORD DISTANCE OF 7.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET; THENCE DEPARTING SAID CURVE, RUN N49°08'50"W, A DISTANCE OF 60.00 FEET; THENCE N46°52'03"W, A DISTANCE OF 1087.90 FEET; THENCE N43°07'09"E, A DISTANCE OF 157.49 FEET; THENCE N46°52'51"W, A DISTANCE OF 457.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF N17°59'36"W AND A CHORD DISTANCE OF 338.16 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF N07°04'40"E AND A CHORD DISTANCE OF 113.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF N37°55'20"W AND A CHORD DISTANCE OF 65.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF TANGENCY; THENCE N79°06'22"W, A DISTANCE OF 118.87 FEET; THENCE N10°53'38"E, A DISTANCE OF 120.00 FEET; THENCE N79°06'22"W, A DISTANCE OF 107.00 FEET; THENCE N10°53'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N34°06'22"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 281.51 FEET; THENCE N06°26'06"E, A DISTANCE OF 195.20 FEET; THENCE S79°06'22"E, A DISTANCE OF 1530.02 FEET; THENCE N10°53'38"E, A DISTANCE OF 525.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE N05°51'56"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 214.98 ACRES, MORE OR LESS.

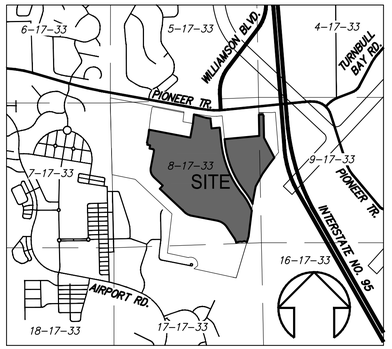
AND

PARCEL B

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S74°24'21"E, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 14°56'55", A CHORD BEARING OF S88°30'18"E AND A CHORD DISTANCE OF 569.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.38 FEET TO THE POINT OF TANGENCY; THENCE N84°01'15"E, A DISTANCE OF 15.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S05°48'36"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID WILLIAMSON BOULEVARD, A DISTANCE OF 765.67 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN N84°41'54"E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, A DISTANCE OF 1274.30 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, ALSO BEING A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8; THENCE N01°05'16"W, ALONG THE EAST LINE OF SAID LANDS AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 777.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8396, PAGE 805; THENCE N84°45'33"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 95.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.79 FEET, A CENTRAL ANGLE OF 94°09'11", A CHORD BEARING OF S48°09'52"E AND A CHORD DISTANCE OF 102.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 114.68 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN 170.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S01°05'16"E, ALONG SAID EAST LINE, A DISTANCE OF 782.09 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8396, PAGE 805 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S27°38'37"E ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 819.81 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: S38°06'32"W, A DISTANCE OF 280.00 FEET; THENCE S34°53'17"W, A DISTANCE OF 460.49 FEET; THENCE S28°19'14"W, A DISTANCE OF 518.53 FEET; THENCE S10°54'20"W, A DISTANCE OF 540.47 FEET; THENCE S06°49'30"W, A DISTANCE OF 102.21 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD; SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2365.00 FEET, A CENTRAL ANGLE OF 12°42'29", A CHORD BEARING OF N32°13'57"W AND A CHORD DISTANCE OF 523.47 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 524.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3435.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF N22°11'53"W AND A CHORD DISTANCE OF 1938.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1965.02 FEET TO THE POINT OF TANGENCY; THENCE N05°48'36"W, A DISTANCE OF 122.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60.83 ACRES, MORE OR LESS.



VICINITY MAP: NOT TO SCALE

SHEET INDEX

SHEET 1:	COVER & DESCRIPTION
SHEET 2:	GENERAL NOTES, LEGEND, AND TRACT AND LOT TABLES
SHEET 3:	OVERALL BOUNDARY DIMENSIONS
SHEET 4:	KEY MAP
SHEETS 5-25:	DETAIL SHEETS

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

MAP BOOK: PAGE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED ARDISIA PARK PHASES 3 & 4, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES: (1) ALL STREETS SHOWN OR DESCRIBED HEREON TO THE PERPETUAL USE OF THE PUBLIC; (2) TRACTS A, B, C, D, E, F, G, H, I, J, K AND L TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR STORMWATER MANAGEMENT WITH AN EASEMENT FOR DRAINAGE PURPOSES FROM ROADWAYS DEDICATED TO THE CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACTS A, B, C, D, E, F, G, H, I, J, K AND L; (3) TRACTS M AND N IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (UCNSB) FOR SANITARY LIFT STATIONS; (4) TRACTS O, P, Q, R AND X TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR NATURAL AREAS; (5) TRACT S TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR UTILITIES AND OPEN SPACE; (6) TRACT T TO THE CITY OF NEW SMYRNA BEACH, FLORIDA FOR PUBLIC PARK AND NATURAL AREA; (7) TRACT U TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR AMENITY AND COMMON AREA; (8) TRACT V TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR UTILITIES, AND HEREBY GRANT AN EASEMENT FOR UTILITIES TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACT V FOR PROPER USE AND PURPOSES; (9) TRACT W TO RETAINED BY TAYLOR MORRISON OF FLORIDA, INC. FOR FUTURE DEVELOPMENT; (10) ALL POTABLE WATER, RECLAIMED WATER, SANITARY SEWER MAINS, ELECTRIC AND SANITARY FORCE MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.

IN WITNESS WHEREOF, TAYLOR MORRISON OF FLORIDA, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 20_____.

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____

PRINTED NAME: _____ PRINTED NAME: _____

BY: TAYLOR MORRISON OF FLORIDA, INC.
2600 LAKE LUCIEN DR., SUITE 350
MAITLAND, FL 32751

BY _____
PRINTED NAME _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, A NOTARY PUBLIC OF THE STATE OF FLORIDA, GARY MELVIN, AS MANAGER OF GWM REAL ESTATE II, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, SOLE MEMBER OF SHELL POINT COLONY HOMEOWNERS ASSOCIATION, INC., KNOWN TO ALL MEN TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATION AND DEDICATION AS OWNER.

WITNESS MY HAND AND SEAL IN THE COUNTY AND STATE NAMED ABOVE THIS _____ DAY OF _____ _____, 20_____.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON JULY 13, 2017, THE SURVEY WAS COMPLETED OF THE LANDS SHOWN ON THE ATTACHED PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE REQUIREMENTS OF 5J-17.050 THROUGH 5J-17.052 FAC, MINIMUM TECHNICAL STANDARDS; THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, F.S., AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

_____ DATE _____
LEE H. DOWST, P.L.S. NO. 6860
MARK DOWST & ASSOCIATES, INC., LB NO. 4335
536 N. HALIFAX AVENUE, SUITE NO. 100
DAYTONA BEACH, FLORIDA 32118

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

REVIEW OF SURVEYOR AND MAPPER FOR THE CITY OF NEW SMYRNA BEACH

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND HAVE PROVIDED BOTH THE CITY OF NEW SMYRNA BEACH AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SAID REQUIREMENTS.

_____ DATE: _____
(PRINTED NAME)

P.L.S. NO. _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, FILE NUMBER _____.

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 1 OF 25

NO.	DATE	APPR.	REVISION
5	06/03/25	LHD	REVISED LIFT STATION TRACTS AND UTILITY EASEMENTS PER COMMENTS.
4	04/01/25	LHD	REVISED TO ASS MISSING PARCEL TO PARCEL B.
3	01/02/25	LHD	REVISED PER CITY COMMENTS.
2	09/09/24	LHD	REVISED PER NEW CIVIL SITE PLAN AND CITY COMMENTS.
1	11/13/23	LHD	REVISE PER NEW R/W TAKINGS AND PHASE 1 & 2 COMMENTS.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
N/A	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 1 | RECORD PLAT

Drawing name: K:\DWGS\1351 - Melvin Property-Shell Point_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot ST Jun 25, 2025 10:31am by lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
320	8579.79
321	9240.00
322	9248.61
323	8987.38
324	8987.38
325	8921.68
326	8580.00
327	8580.00
328	8580.00
329	8580.00
330	8830.55
331	8937.74
332	8937.74
333	8937.74
334	8627.46
335	8580.00
336	8580.00
337	8580.00
338	8580.00
339	8580.00
340	8580.00
341	8925.21
342	8987.38
343	8987.38
344	8693.65
345	8580.00
346	8580.00
347	8580.00
348	8580.00
349	8240.00
350	8240.00
351	8580.00
352	9782.42
353	9781.94
354	8580.48
355	8580.00
356	8579.96
357	8579.97
358	9782.40
359	9782.42
360	8817.67
361	8937.74
362	8937.74
363	8937.74
364	8619.03
365	8580.00
366	8834.61
367	8579.52
368	8580.00
369	8580.00
370	9945.79
371	10333.99
372	8779.93
373	7934.89
374	6961.65
375	6958.54
376	6702.21
377	6600.00
378	6600.00
379	6600.00
380	6600.00
381	6600.00
382	6600.00
383	6600.00
384	6600.00
385	7353.68
386	7875.98
387	8952.93
388	9008.61
389	8021.35
390	7565.41
391	6797.54
392	6600.00
393	6600.00
394	6600.00
395	6600.00
396	6600.00
397	6600.00
398	7260.00
399	7260.00
400	7260.00
401	7260.00
402	7260.00
403	7260.00
404	8132.03
405	9905.99
406	9905.99
407	7973.95

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
408	7260.00
409	7260.00
410	7260.00
411	7260.00
412	7260.00
413	7260.00
414	7260.00
415	7260.00
416	7500.76
417	7562.36
418	7562.36
419	7260.00
420	7260.00
421	8077.09
422	9072.61
423	9072.61
424	7682.50
425	7260.00
426	7307.95
427	7465.80
428	7465.80
429	7465.80
430	7465.80
431	7465.80
432	7465.80
433	7465.80
434	7463.42
435	7260.00
436	7260.00
437	7260.00
438	7260.00
439	7260.00
440	7260.00
441	7260.00
442	7260.00
443	9429.35
444	8462.42
445	7258.50
446	6600.00
447	6600.00
448	7260.00
449	7260.00
450	7260.00
451	7260.00
452	7260.00
453	7260.00
454	7260.00
455	7260.00
456	7260.00
457	7260.00
458	7260.00
459	7260.00
460	7260.00
461	7260.00
462	7277.44
463	7479.70
464	7479.70
465	7479.70
466	7479.70
467	7479.70
468	7479.70
469	7301.87
470	7260.00
471	7514.95
472	8177.36
473	8177.36
474	8177.36
475	8177.36
476	8177.36
477	8177.36
478	7676.06
479	7260.00
480	7260.00
481	7260.00
482	7260.00
483	7260.00
484	7260.00
485	7260.00
486	7536.70
487	8076.39
488	8076.39
489	8076.39
490	8076.39
491	8076.39
492	8076.39
493	7906.88
494	7260.00
495	7260.00

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
496	7260.00
497	7260.00
498	7264.27
499	7464.47
500	7464.47
501	7464.47
502	7464.47
503	7464.47
504	7464.47
505	7464.47
506	7413.42
507	7260.00
508	7260.00
509	7260.00
510	7260.00
511	7260.00
512	7260.00
513	7260.00
514	7260.00
515	7260.00
516	7260.00
517	7260.00
518	7260.00
519	7260.00
520	7260.00
521	7260.00
522	7260.00
523	7260.00
524	7260.00
525	7260.00
526	7260.00
527	7260.00
528	7260.00
529	7260.00
530	7260.00
531	7412.07
532	7478.09
533	7478.09
534	7478.09
535	7478.09
536	7478.09
537	7478.09
538	7290.38
539	7260.00
540	7260.00
541	7260.00
542	7260.00
543	7650.53
544	7840.12
545	7840.12
546	7840.12
547	7840.12
548	7840.12
549	7840.12
550	7840.12
551	7840.12
552	7840.12
553	7807.87
554	7260.00
555	7260.00
556	7260.00
557	7260.00
558	7260.00
559	7260.00
560	7260.00
561	7260.00
562	7260.00
563	7260.00
564	7260.00
565	7260.00
566	7260.00
567	8580.00
568	8580.00
569	8580.00
570	8580.00
571	8580.00
572	8958.48
573	9329.26
574	9329.26
575	9329.26
576	11807.38
577	9911.28
578	9329.26
579	9146.83
580	8580.00
581	8580.00
582	8580.00
583	8580.00

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
584	8580.00
585	8580.00
586	8580.00
587	8580.00
588	8580.00
589	8580.00
590	8580.00
591	8580.00
592	8580.00
593	8580.00
594	9782.42
595	9782.42
596	8876.72
597	9942.98
598	9942.98
599	9645.06
600	8580.00
601	8580.00
602	8580.00
603	8588.26
604	9412.92
605	9412.92
606	9412.92
607	9412.92
608	9412.92
609	8715.30
610	8580.00
611	8580.00
612	8580.00
613	8580.00
614	8580.00
615	8580.00
616	8580.00
617	8580.00
618	8580.00
619	8580.00
620	8580.00
621	8580.00
622	8580.00
623	8580.00
624	8580.00
625	8580.00
626	8580.00
627	8580.00
628	9658.31
629	9721.42
630	9721.42
631	9721.42
632	9721.42
633	9085.70
634	8580.00
635	8580.00
636	8580.00
637	8580.00
638	8580.00
639	12868.33
640	9854.22
641	9854.22
642	9854.22
643	9854.22
644	8620.10
645	8580.00
646	8580.00
647	8580.00
648	8580.00
649	8580.00
650	8580.00
651	8580.00
652	8580.00
653	8580.00
654	8580.00
655	8580.00
656	8615.30
657	9854.22
658	9854.22
659	9854.22
660	9854.22
661	9854.22
662	9854.22
663	9854.22
664	9854.22
665	9160.60
666	8580.00
667	8580.00
668	8580.00
669	8580.00
670	9985.56
671	11712.58

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
672	11712.58
673	11320.02
674	8580.00
675	8580.00
676	8580.00
677	8580.00
678	8580.00
679	8580.00
680	8580.00
681	8580.00
682	8580.00
683	8580.00
684	8580.00
685	8580.00
686	9143.11
687	11712.58

SETBACK REQUIREMENTS:

LANDSCAPE BUFFERS:
NORTH: 20.00'
SOUTH: 20.00'
EAST: 20.00'
WEST: 20.00'

BUILDING SETBACKS:
FRONT (LIVING & PORCHES): 17.50'
FRONT (GARAGES): 22.50'
REAR: 25.00'
SIDE: 5.00' (FROM EDGE OF EAVE)
MINIMUM RESIDENTIAL BUILDING SPACING:
10.00' (FROM EDGE OF EAVE)
MINIMUM RESIDENTIAL BUILDING SIZE: 1,500 SQ. FT.
MAXIMUM RESIDENTIAL BUILDING HEIGHT: 35.00'

TRACT TABLE

TRACT NAME	PURPOSE	ACREAGE
TRACT A	STORMWATER MANAGEMENT	13.846
TRACT B	STORMWATER MANAGEMENT	11.201
TRACT C	STORMWATER MANAGEMENT	3.953
TRACT D	STORMWATER MANAGEMENT	3.984
TRACT E	STORMWATER MANAGEMENT	4.634
TRACT F	STORMWATER MANAGEMENT	9.247
TRACT G	STORMWATER MANAGEMENT	0.161
TRACT H	STORMWATER MANAGEMENT	0.061
TRACT I	STORMWATER MANAGEMENT	0.064
TRACT J	STORMWATER MANAGEMENT	0.131
TRACT K	STORMWATER MANAGEMENT AND COMMON AREA	6.397
TRACT L	STORMWATER MANAGEMENT AND COMMON AREA	13.558
TRACT M	LIFT STATION	0.057
TRACT N	LIFT STATION	0.053
TRACT O	NATURAL AREA	27.968
TRACT P	NATURAL AREA	12.049
TRACT Q	NATURAL AREA	14.348
TRACT R	NATURAL AREA	27.278
TRACT S	UTILITIES AND COMMON AREA	8.513
TRACT T	PARK AND NATURAL AREA	20.000
TRACT U	AMENITY AND COMMON AREA	5.856
TRACT V	UTILITIES	0.359
TRACT W	FUTURE DEVELOPMENT	0.843
TRACT X	NATURAL AREA	5.038

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
CM	CONCRETE MONUMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP
FD.	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON-RADIAL
O.R.B.	OFFICIAL RECORDS BOOK
PAE	PEDESTRIAN ACCESS EASEMENT
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R	RADIUS
(R)	RADIAL
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE
S.F.	SQUARE FEET
U.E	UTILITY EASEMENT
(TYP)	TYPICAL
W/	WITH
Δ	CENTRAL ANGLE
⌇	BREAK LINE
─┼─	INDICATES CHANGE IN DIRECTION
⊡	SET 4"x4" CM (PRM LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
◬	SET N/D (PCP LB 4335)
◎	FOUND N/D (AS NOTED)
⊡	SET 5/8" IRC (PRM LB 4335)
●	FOUND IRON ROD (AS NOTED)
◯	FOUND IRON PIPE (AS NOTED)

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N01°27'29"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C00517J AND 12127C0525H, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF FEBRUARY 19, 2014, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.28083333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS. DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. ALL CURVILINEAR LINES SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
6. NOTICE: THIS PLAT, AS RECORDED IN IT'S GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7. ALL LOTS AND TRACTS ARE SUBJECT TO A UTILITY EASEMENT ALONG THE FRONT AND STREET SIDE LOT LINES ABUTTING ALL ROAD RIGHT-OF-WAYS AS SHOWN HEREON.
8. THE COVENANTS AND RESTRICTIONS FOR ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN O.R. BOOK ______, PAGE ______ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. THE ARTICLES OF INCORPORATION OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON APRIL 20, 2024, AND ASSIGNED DOCUMENT NUMBER N23000011589 WITH THE FLORIDA DEPARTMENT OF STATE, AS AMENDED.
10. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. TRACTS A, B, C, D, E, F, G, H, I AND J ARE HEREBY DESIGNATED FOR STORMWATER MANAGEMENT AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
12. TRACTS K AND L ARE HEREBY DESIGNATED FOR STORMWATER MANAGEMENT AND COMMON AREAS AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
13. TRACTS M AND N ARE HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF LIFT STATIONS TO BE CONVEYED IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
14. TRACTS O, P, Q, R AND X ARE HEREBY DESIGNATED FOR NATURAL AREAS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. THESE NATURAL AREAS INCLUDE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRMWD) APPROVED WETLAND LIMITS AND A 25' MINIMUM UPLAND BUFFER AND ARE TO BE MAINTAINED IN THEIR NATURAL STATE. NO DEVELOPMENT OR CONSTRUCTION SHALL BE PERMITTED IN THESE AREAS WITHOUT APPROVAL FROM THE OFFICIAL GOVERNING ENTITY.
15. TRACT S IS HEREBY DESIGNATED FOR COMMON AREA AND UTILITIES TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC.; SAID TRACT IS SUBJECT TO A RIGHT-OF-WAY AGREEMENT FOR FLORIDA POWER & LIGHT COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
16. TRACT T IS HEREBY DESIGNATED FOR A PARK AND NATURAL AREA TO BE CONVEYED TO THE CITY OF NEW SMYRNA BEACH, FLORIDA. THE NATURAL AREAS INCLUDE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRMWD) APPROVED WETLAND LIMITS AND A 25' MINIMUM UPLAND BUFFER AND ARE TO BE MAINTAINED IN THEIR NATURAL STATE. NO DEVELOPMENT OR CONSTRUCTION SHALL BE PERMITTED IN THESE AREAS WITHOUT APPROVAL FROM THE OFFICIAL GOVERNING ENTITY.
17. TRACT U IS HEREBY DESIGNATED FOR AMENITY AND COMMON AREA TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
18. TRACT V IS HEREBY DESIGNATED FOR UTILITIES TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
19. TRACT W IS HEREBY DESIGNATED FOR FUTURE DEVELOPMENT TO BE RETAINED BY TAYLOR MORRISON OF FLORIDA, INC. AND SHALL BE THE SOLE RESPONSIBILITY OF THE TAYLOR MORRISON OF FLORIDA, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
20. ALL SIDE LOT LINES ARE SUBJECT TO A 2.50 FOOT DRAINAGE EASEMENT FOR THE PURPOSE OF MAINTENANCE OF DRAINAGE FACILITIES, WITH FOREGOING EASEMENTS RESERVED AND DEDICATED TO ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.
21. THIS PLAT CONTAINS A TOTAL OF 24 TRACTS.
22. THIS PLAT CONTAINS 368 LOTS WITH A MINIMUM LOT SIZE OF 6,600.00 SQUARE FEET AND AN AVERAGE LOT SIZE OF 7,892.60 SQUARE FEET.
23. THE TOTAL RIGHT-OF-WAY FOR ALL ROADWAYS WITHIN THE PLAT CONTAIN 16.784 ACRES.
24. THE TOTAL LINEAR FEET OF STREETS IS 14,112.73 LINEAR FEET.
25. ALL PERMANENT CONTROL POINTS WILL BE PLACED ONCE ROADS HAVE BEEN COMPLETED PER F.S. 177.091.9.
26. ALL LOT AND TRACT CORNERS WILL BE SET PRIOR TO ANY TRANSFER OF LOTS OR TRACTS IN ACCORDANCE WITH F.S. 177.091.9.

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
400'	LAT	LAT	LHD	02/06/24

BY DATE

FINAL

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

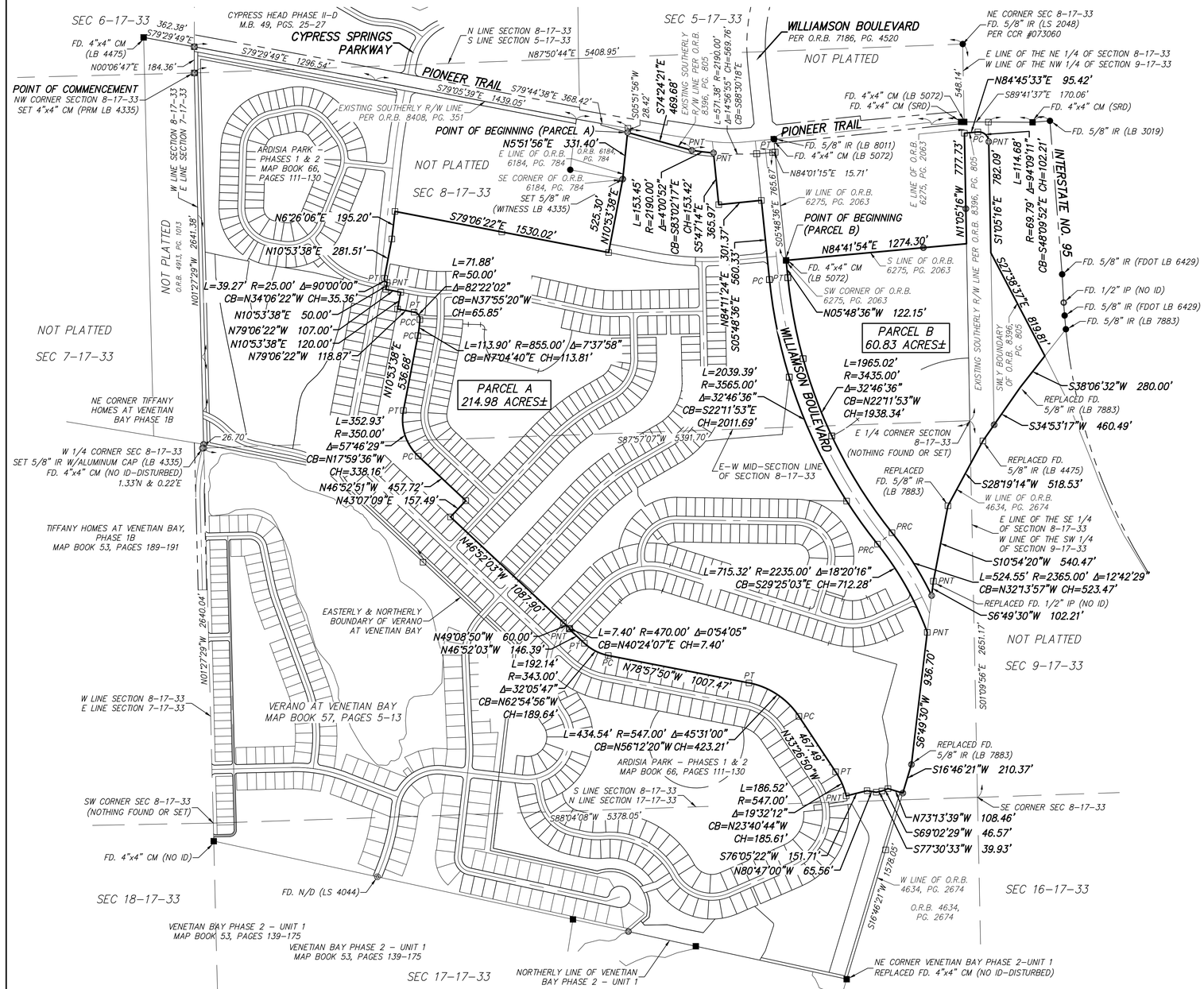
PROJECT NO. 1351 — 2
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plat S2 Jun 11, 2025 1:52pm by: lthib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



BOUNDARY DETAIL SHEET

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 3 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

DESIGNED	DRAWN	CHECKED	DATE
LAT	LAT	LHD	02/06/24

SCALE 400' FINAL BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

3

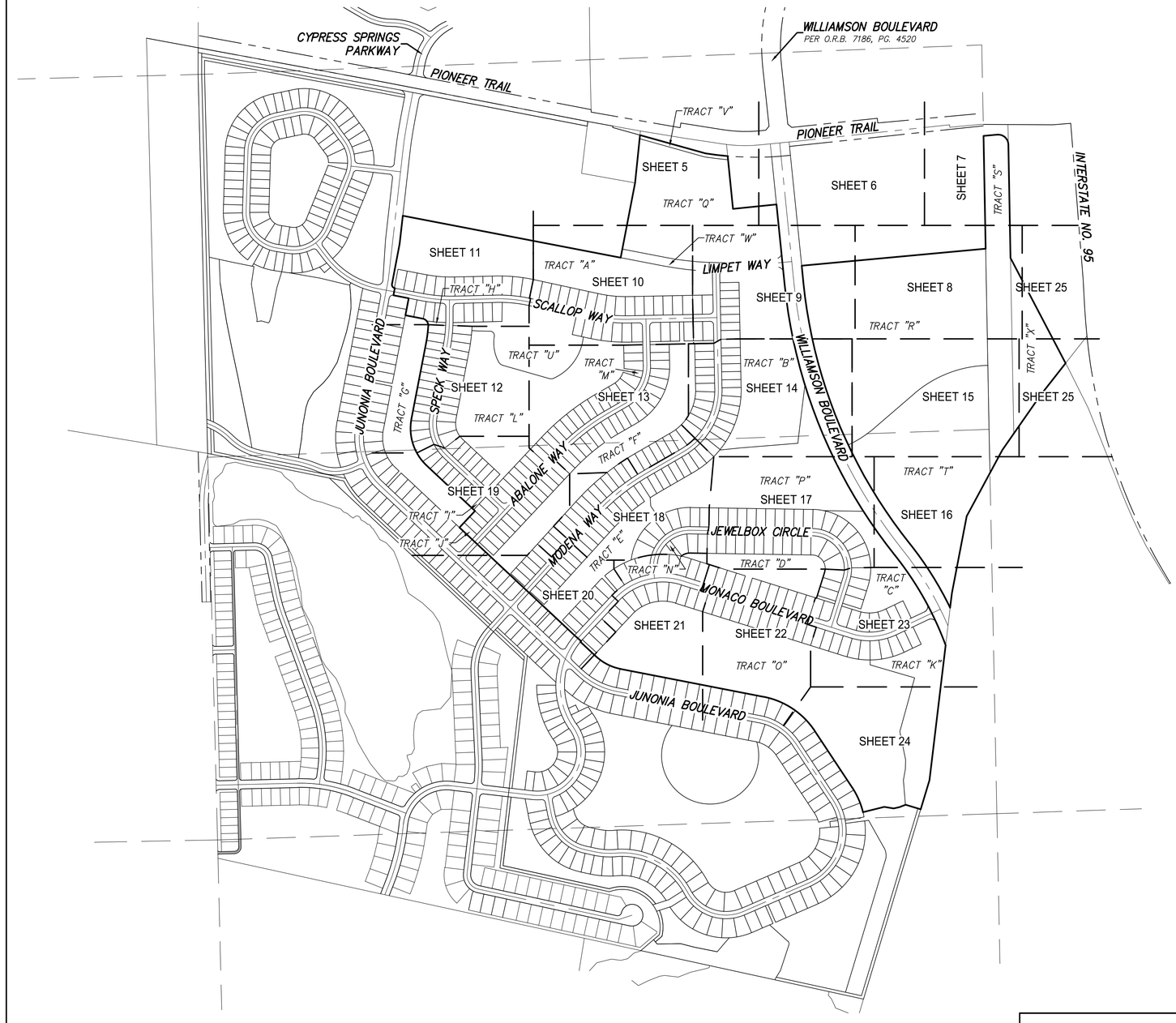
RECORD PLAT

Drawing name: V:\DWGS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplot-ph3-4(4).dwg Plot: 53 Jun 11, 2025 1:33pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



KEY SHEET

PREPARED BY:
MARK DOWST & ASSOCIATES, INC
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 4 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
400'	LAT	LAT	LHD	02/06/24

FINAL

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 4

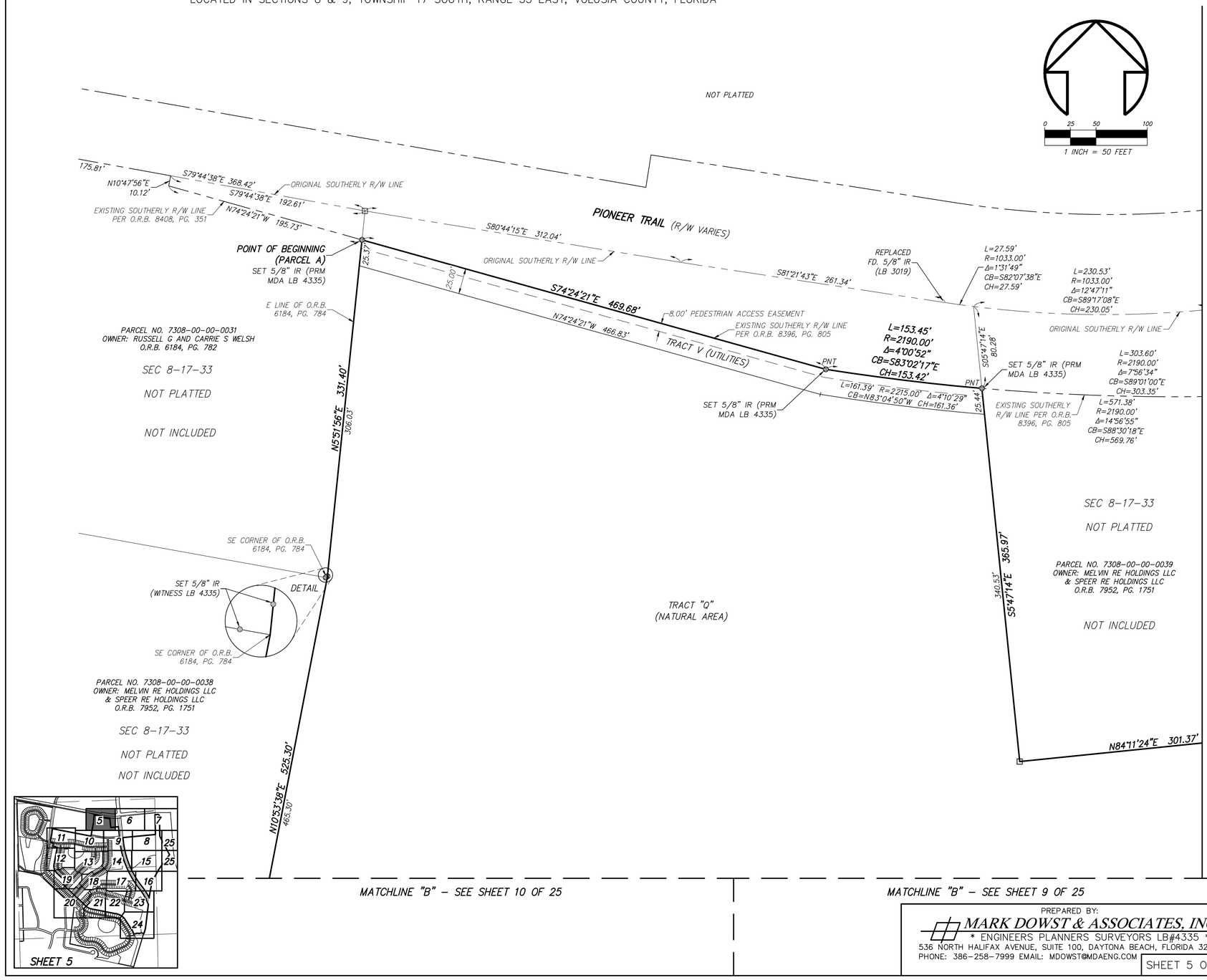
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 54 Jun 11, 2025 1:34pm by: lthb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 5 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL				BY

RECORD PLAT
ARDISIA PARK PHASE 3-4
NEW SMYRNA BEACH, FLORIDA

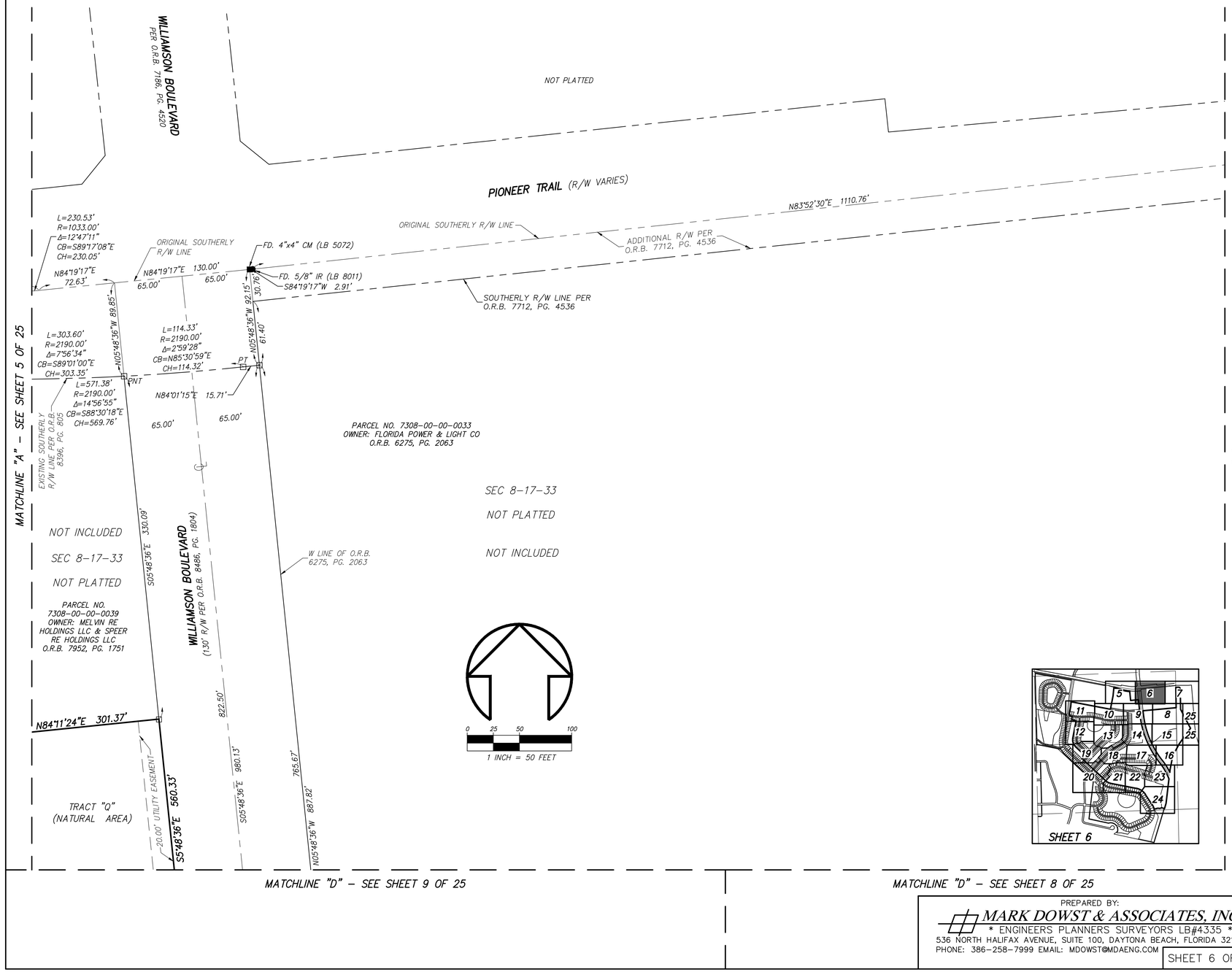
PROJECT NO. 1351 | 5
RECORD PLAT

Drawing name: V:\1351\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot SS Jan 11, 2025 1:38pm by: mhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 6 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
FINAL	BY	BY	DATE 02/06/24

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 6

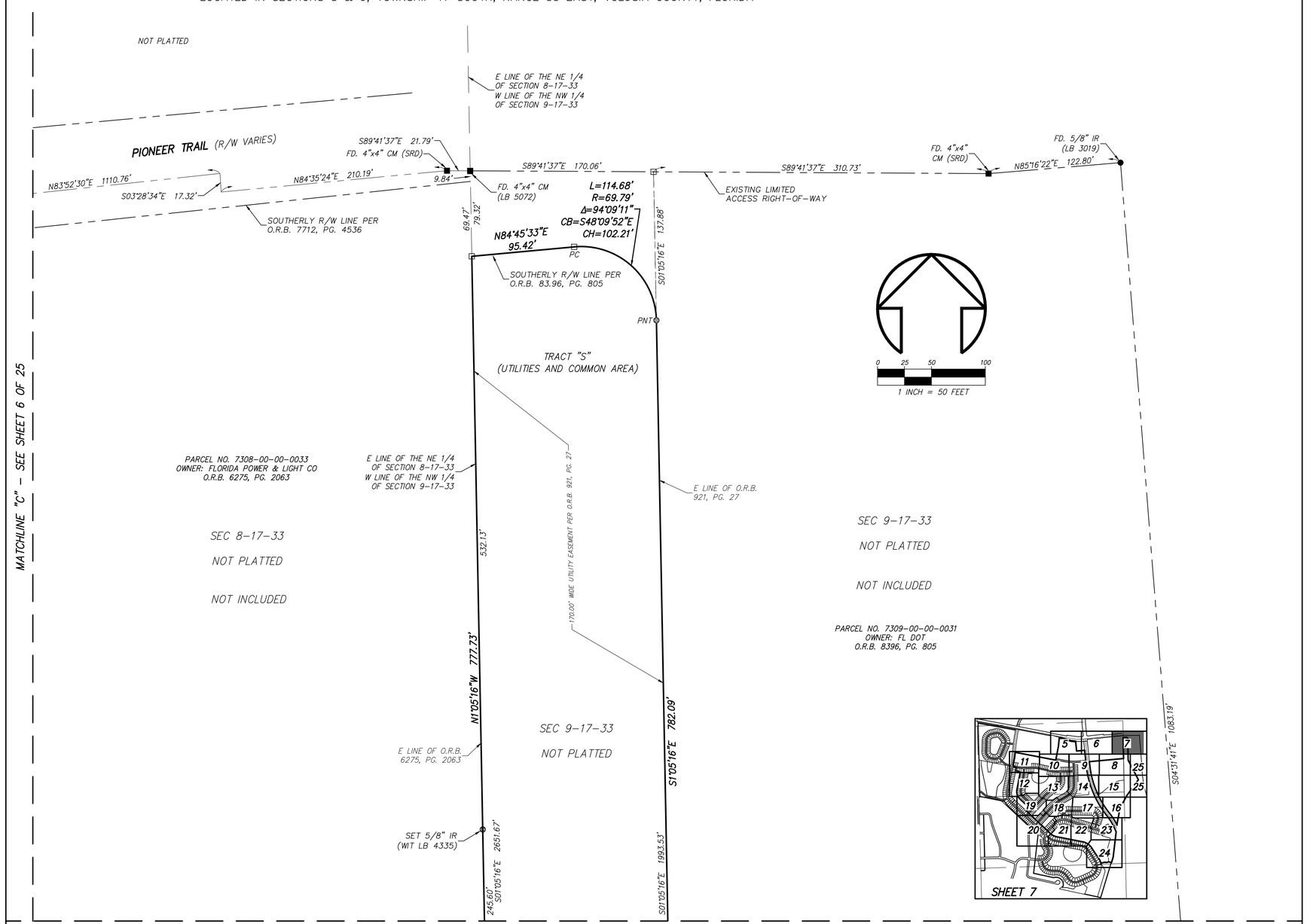
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Sheet Points_Survey\Civil 3D-DWGs\1351_ardisia-ph3-4(4).dwg Plot: 5b Jun 11, 2025 1:35pm by: tmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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SHEET 7 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

BY DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 7

RECORD PLAT

Drawing name: k:\dwgs\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 07 Jun 11, 2025 1:36pm by: tlhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "D" – SEE SHEET 6 OF 25

MATCHLINE "E" – SEE SHEET 7 OF 25

MATCHLINE "F" – SEE SHEET 9 OF 25

MATCHLINE "GG" – SEE SHEET 25 OF 25

MATCHLINE "G" – SEE SHEET 15 OF 25

0 25 50 100

1 INCH = 50 FEET

SEC 8–17–33

NOT PLATTED

NOT INCLUDED

PARCEL NO. 7308–00–00–0033
OWNER: FLORIDA POWER & LIGHT CO
O.R.B. 6275, PG. 2063

E LINE OF O.R.B. 6275, PG. 2063

N1°05'16"W 777.73'

245.60'

S01°05'16"E 2651.67'

S LINE OF O.R.B. 6275, PG. 2063

SET 5/8" IR (WIT LB 4335)

304.79'

UNABLE TO SET PRM (FALLS IN WATER)

N84°41'54"E 1274.30'

969.51'

E LINE OF O.R.B. 921, PG. 27

S1°05'16"E 782.09'

PARCEL NO. 7309–00–00–0031
OWNER: FPC
O.R.B. 8396, PG. 805

SEC 9–17–33

NOT PLATTED

NOT INCLUDED

S21°38'37"E 819.81'

SWLY BOUNDARY OF O.R.B. 8396, PG. 805

E LINE OF THE NE 1/4 OF SECTION 8–17–33
W LINE OF THE NW 1/4 OF SECTION 9–17–33

170.00' WIDE UTILITY EASEMENT PER O.R.B. 921, PG. 27

S01°05'16"E 1993.53'

TRACT "R"
(NATURAL AREA)

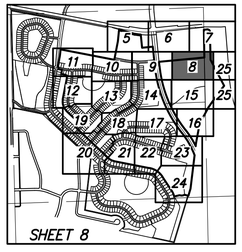
TRACT "S"
(UTILITIES AND COMMON AREA)

806.08'

TRACT "X"
(NATURAL AREA)

FLOOD PLAIN COMPENSATION EASEMENT PER O.R.B. 8396, PG. 805

1211.45'



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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SHEET 8 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
								BY	DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

8

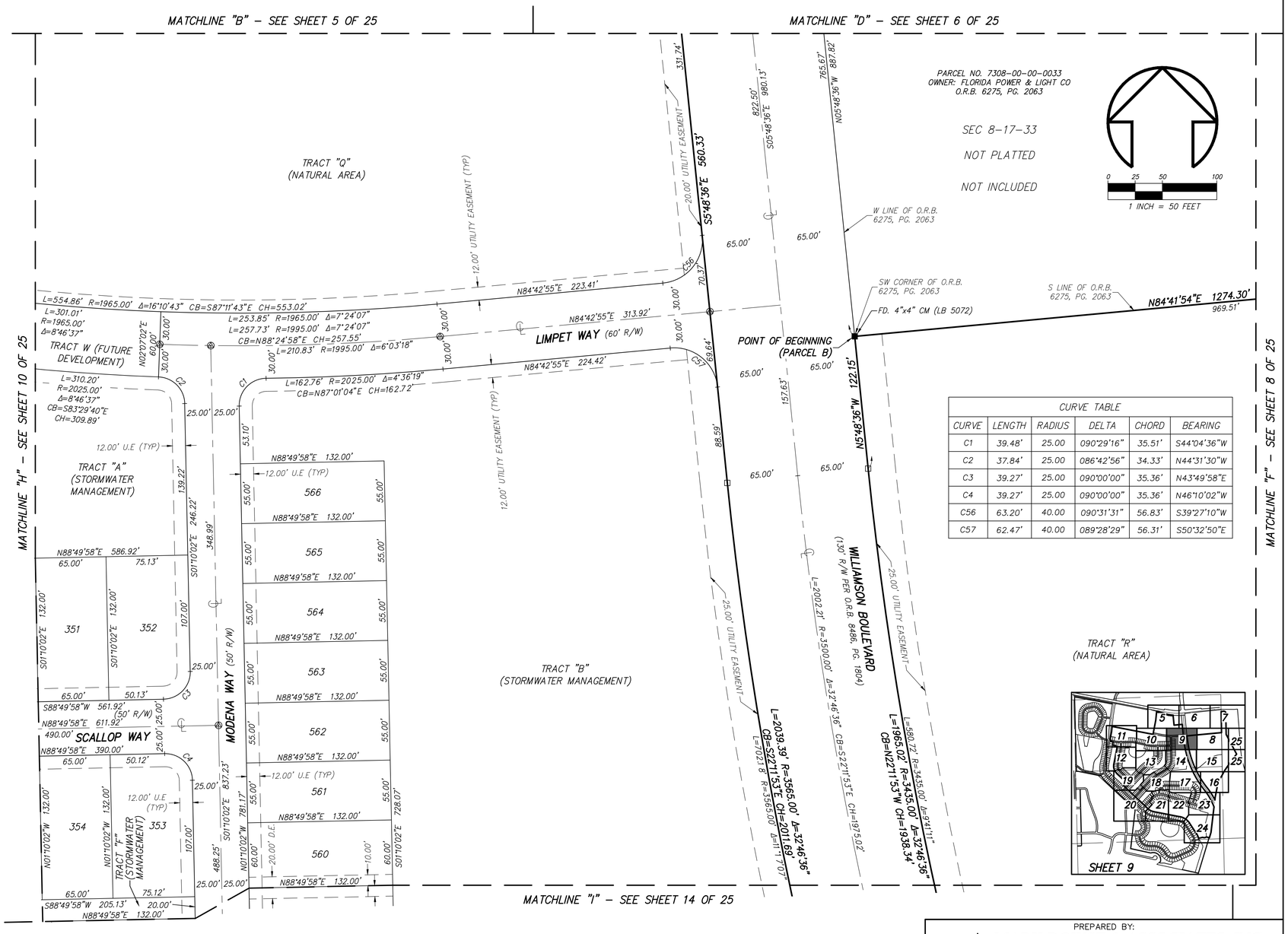
RECORD PLAT

Drawing name: V:\DWGS\1351 – Melvin Property–Sheet Points_Survey\Civil 3D–DWGs\1351_survplt–ph3–4(4).dwg Plot: 58 Jun 24, 2025 11:52am by: tlhib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.48'	25.00	090°29'16"	35.51'	S44°04'36"W
C2	37.84'	25.00	086°42'56"	34.33'	N44°31'30"W
C3	39.27'	25.00	090°00'00"	35.36'	N43°49'58"E
C4	39.27'	25.00	090°00'00"	35.36'	N46°10'02"W
C56	63.20'	40.00	090°31'31"	56.83'	S39°27'10"W
C57	62.47'	40.00	089°28'29"	56.31'	S50°32'50"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
FINAL			

DATE 02/06/24 BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 9

RECORD PLAT

Drawing name: V:\2025\1351 - Marvin Property-Shell Points_Survey\Civil 3D-CIM\04\1351_surplat-ph3-4(4).dwg Plot By: Jun 11, 2025 1:36pm by: mbb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "B" – SEE SHEET 5 OF 24

SEC 8–17–33

NOT PLATTED

PARCEL NO. 7308–00–00–0038
OWNER: MELVIN RE HOLDINGS LLC
& SPEER RE HOLDINGS LLC
O.R.B. 7952, PG. 1751

0 25 50 100
1 INCH = 50 FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	39.27'	25.00	090°00'00"	35.36'	S43°49'58"W
C6	39.27'	25.00	090°00'00"	35.36'	N46°10'02"W
C7	240.09'	1025.00	013°25'14"	239.54'	S84°27'25"E
C8	234.23'	1000.00	013°25'14"	233.70'	S84°27'25"E
C9	228.38'	975.00	013°25'14"	227.86'	S84°27'25"E
C10	39.27'	25.00	090°00'00"	35.36'	S57°15'12"W
C11	39.27'	25.00	090°00'00"	35.36'	N32°44'48"W

S79°06'22"E 1530.02'

765.01'

N10°53'38"E 525.30'

465.30'

12.00' UTILITY EASEMENT (TYP)

TRACT "Q"
(NATURAL AREA)

S79°06'22"E 306.45'

L=554.86' R=1965.00' Δ=16°10'43"
CB=S87°11'43"E CH=553.02'

L=301.01'
R=1965.00'
Δ=8°46'37"

TRACT W (FUTURE DEVELOPMENT)

S79°06'22"E 306.45'

L=310.20' R=2025.00' Δ=8°46'37"
CB=S83°29'40"E CH=309.89'

SHEET 10

MATCHLINE "J" – SEE SHEET 11 OF 25

MATCHLINE "H" – SEE SHEET 9 OF 25

L=275.28'
R=1157.00'
Δ=13°37'56"
CB=N84°33'46"W
CH=274.64'

TRACT "A"
(STORMWATER MANAGEMENT)

N71°46'47"W 132.00'

56.34'

L=9.56'
R=1157.00'
Δ=0°28'25"

65.00'

S77°44'48"E 456.28'

L=8.47'
R=1025.00'
Δ=0°28'25"

334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350

S12°15'12"W 132.00'

12.00' U.E (TYP)

L=197.46' R=843.00' Δ=13°25'14"
CB=S84°27'25"E CH=197.01'

L=53.49'
R=843.00'
Δ=3°38'09"

9.93'

L=61.87'
R=975.00'
Δ=3°38'09"

L=63.14'
R=843.00'
Δ=4°17'30"

S08°37'03"W 132.00'

S04°19'33"W 132.00'

L=73.03'
R=975.00'
Δ=4°17'30"

C9

46.80'

L=17.68'
R=843.00'
Δ=1°12'06"

S00°02'04"W 132.00'

L=20.45'
R=975.00'
Δ=1°12'06"

S01°10'02"E 132.00'

N88°49'58"E 586.92'

70.00'

10.00'

20.00' D.E.

S88°49'58"W 561.92'

N88°49'58"E 611.92'

490.00'

C8

121.92'

N88°49'58"E 71.92'

25.00'

N88°49'58"E 390.00'

50.13'

29.75'

C5

C6

ABALONE WAY (50' R/W)

SCALLOP WAY (50' R/W)

TRACT "U"
(AMENITY AND COMMON AREA)

MATCHLINE "J" –
SEE SHEET 12 OF 25

N12°15'12"E 132.00'

365 364 363 362 361 360 359 358 357 356 355

L=6.97'
R=1024.99'
Δ=0°23'22"

N11°51'50"E 131.99'

L=7.86'
R=1157.00'
Δ=0°23'22"

N28°18'29"E 132.00'

L=71.81'
R=1157.00'
Δ=3°33'21"

N04°45'07"E 132.00'

N01°11'46"E 132.00'

L=42.28'
R=1025.00'
Δ=2°21'49"

21.80'

50.13'

S01°10'02"E 316.95'

N01°10'02"W 266.95'

107.00'

12.00' U.E (TYP)

N77°44'48"W 77.61'

57.88'

45.27'

N77°44'48"W

L=364.10'
R=350.00'
Δ=59°36'13"
CB=N35°20'22"E
CH=347.90'

L=271.01' R=1157.00'

L=47.73'
R=1157.00'
Δ=2°21'49"

21.80'

75.13'

S88°49'58"W 96.92'

N88°49'58"E 132.00'

20.00'

25.00'

TRACT "L"
(STORMWATER MANAGEMENT AND COMMON AREA)

75.13'

65.00'

S88°49'57"W 205.13'

TRACT "F"
(STORMWATER MANAGEMENT)

205.13'

S88°49'58"W

MATCHLINE "K" – SEE SHEET 13 OF 25

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 10 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 10

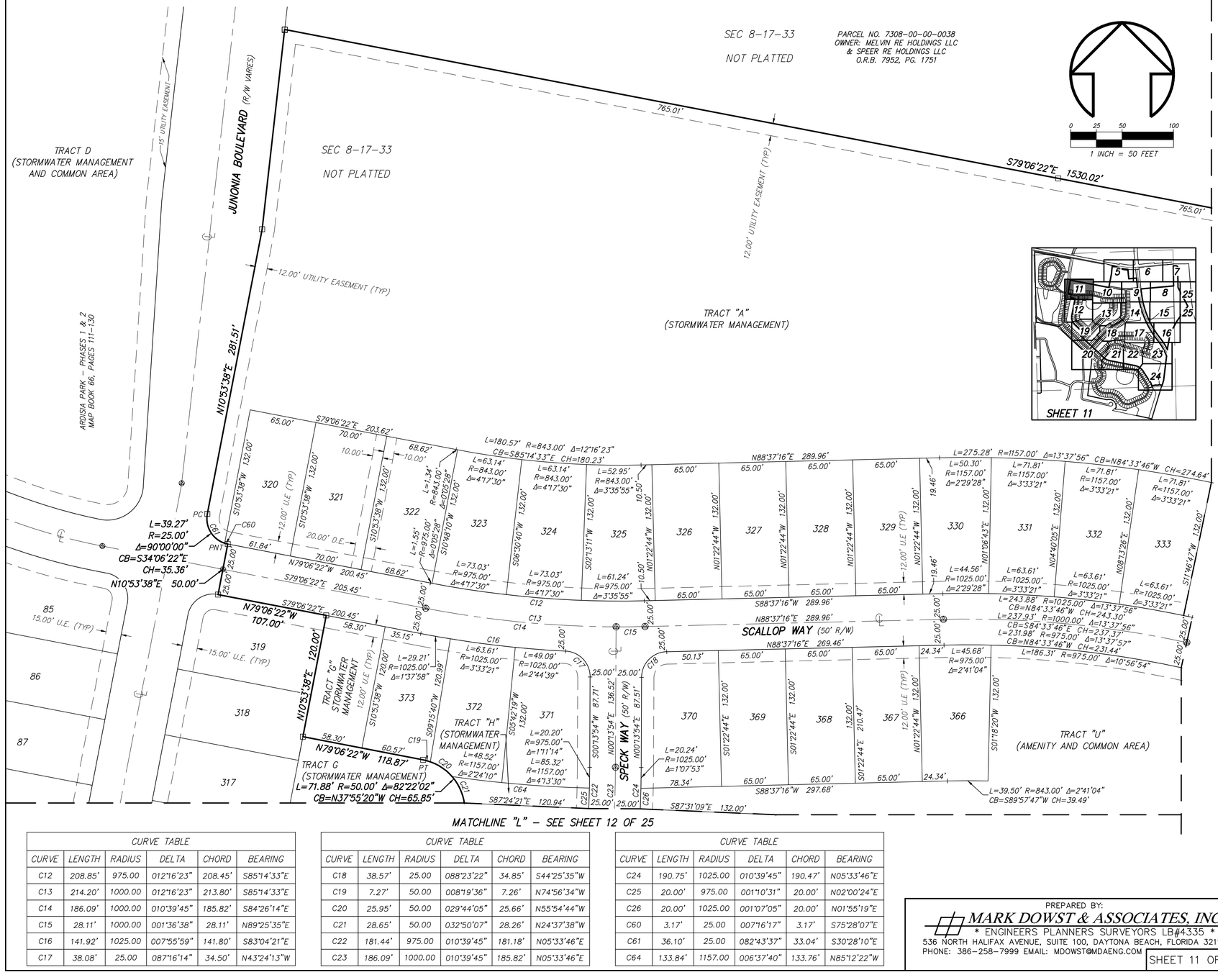
RECORD PLAT

Drawing name: V:\1JMDS\1351 – Melvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot: 510 Jun 11, 2024 7:37pm by: tlhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C12	208.85'	975.00	012°16'23"	208.45'	S85°14'33"E
C13	214.20'	1000.00	012°16'23"	213.80'	S85°14'33"E
C14	186.09'	1000.00	010°39'45"	185.82'	S84°26'14"E
C15	28.11'	1000.00	001°36'38"	28.11'	N89°25'35"E
C16	141.92'	1025.00	007°55'59"	141.80'	S83°04'21"E
C17	38.08'	25.00	087°16'14"	34.50'	N43°24'13"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C18	38.57'	25.00	088°23'22"	34.85'	S44°25'35"W
C19	7.27'	50.00	008°19'36"	7.26'	N74°56'34"W
C20	25.95'	50.00	029°44'05"	25.66'	N55°54'44"W
C21	28.65'	50.00	032°50'07"	28.26'	N24°37'38"W
C22	181.44'	975.00	010°39'45"	181.18'	N05°33'46"E
C23	186.09'	1000.00	010°39'45"	185.82'	N05°33'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C24	190.75'	1025.00	010°39'45"	190.47'	N05°33'46"E
C25	20.00'	975.00	001°10'31"	20.00'	N02°00'24"E
C26	20.00'	1025.00	001°07'05"	20.00'	N01°55'19"E
C60	3.17'	25.00	007°16'17"	3.17'	S75°28'07"E
C61	36.10'	25.00	082°43'37"	33.04'	S30°28'10"E
C64	133.84'	1157.00	006°37'40"	133.76'	N85°12'22"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 11 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS * PLANNERS * SURVEYORS *
LB EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 11

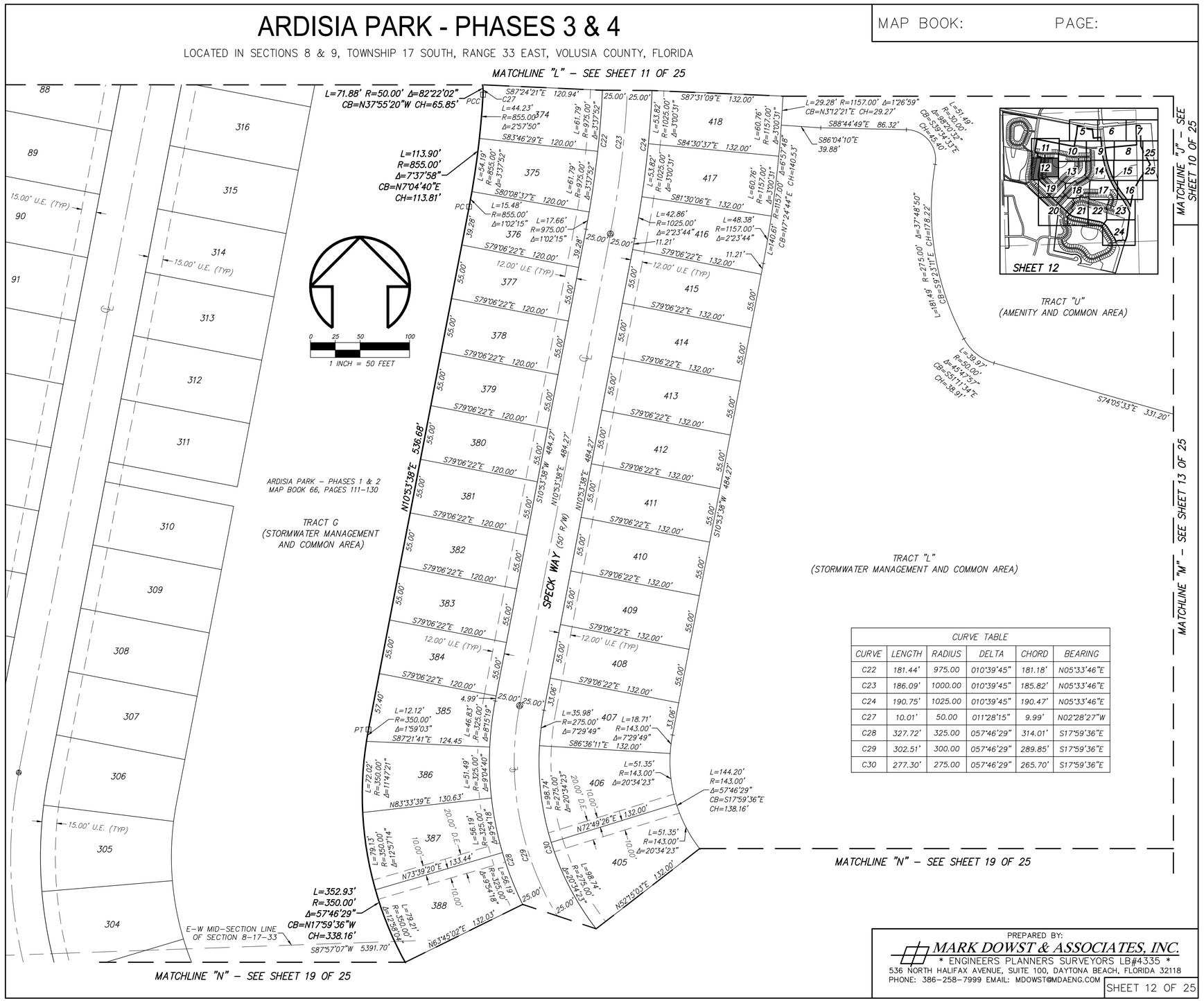
RECORD PLAT

Drawing name: k:\DWGS\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot Sit Jun 11, 2025 1:53pm kyr lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C22	181.44'	975.00	010°39'45"	181.18'	N05°33'46"E
C23	186.09'	1000.00	010°39'45"	185.82'	N05°33'46"E
C24	190.75'	1025.00	010°39'45"	190.47'	N05°33'46"E
C27	10.01'	50.00	011°28'15"	9.99'	N02°28'27"W
C28	327.72'	325.00	057°46'29"	314.01'	S17°59'36"E
C29	302.51'	300.00	057°46'29"	289.85'	S17°59'36"E
C30	277.30'	275.00	057°46'29"	265.70'	S17°59'36"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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SHEET 12 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

BY DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 12

RECORD PLAT

Drawing name: V:\DWGS\1351 – Marvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplot–ph3–4(4).dwg Plot: 3:2 Jun 11, 2025 11:38am by: mhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "K" – SEE SHEET 10 OF 25

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C31	40.35'	275.00	008°24'26"	40.32'	N11°36'03"E
C32	9.72'	275.00	002°01'28"	9.72'	N16°49'00"E

0 25 50 100

1 INCH = 50 FEET

TRACT "U"
(AMENITY AND COMMON AREA)

S74°05'33"E 331.20'

L=364.10' R=350.00' Δ=59°36'13" CB=N33°20'22"E CH=347.90'

L=35.58'
R=50.00'
Δ=40°45'58"
CB=N85°31'28"E
CH=34.83'

TRACT "L"
(STORMWATER MANAGEMENT AND COMMON AREA)

TRACT "M"
LIFT STATION

TRACT "F"
(STORMWATER MANAGEMENT)

ABALONE WAY (50' R/W)

E-W MID-SECTION LINE OF SECTION 8-17-33

S87°57'07"W 5391.70'

MATCHLINE "M" – SEE SHEET 12 OF 25

MATCHLINE "P" – SEE SHEET 19 OF 25

MATCHLINE "Q" – SEE SHEET 18 OF 25

MATCHLINE "O" – SEE SHEET 14 OF 25

SHEET 13

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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SHEET 13 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
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EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24	BY	DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 13

RECORD PLAT

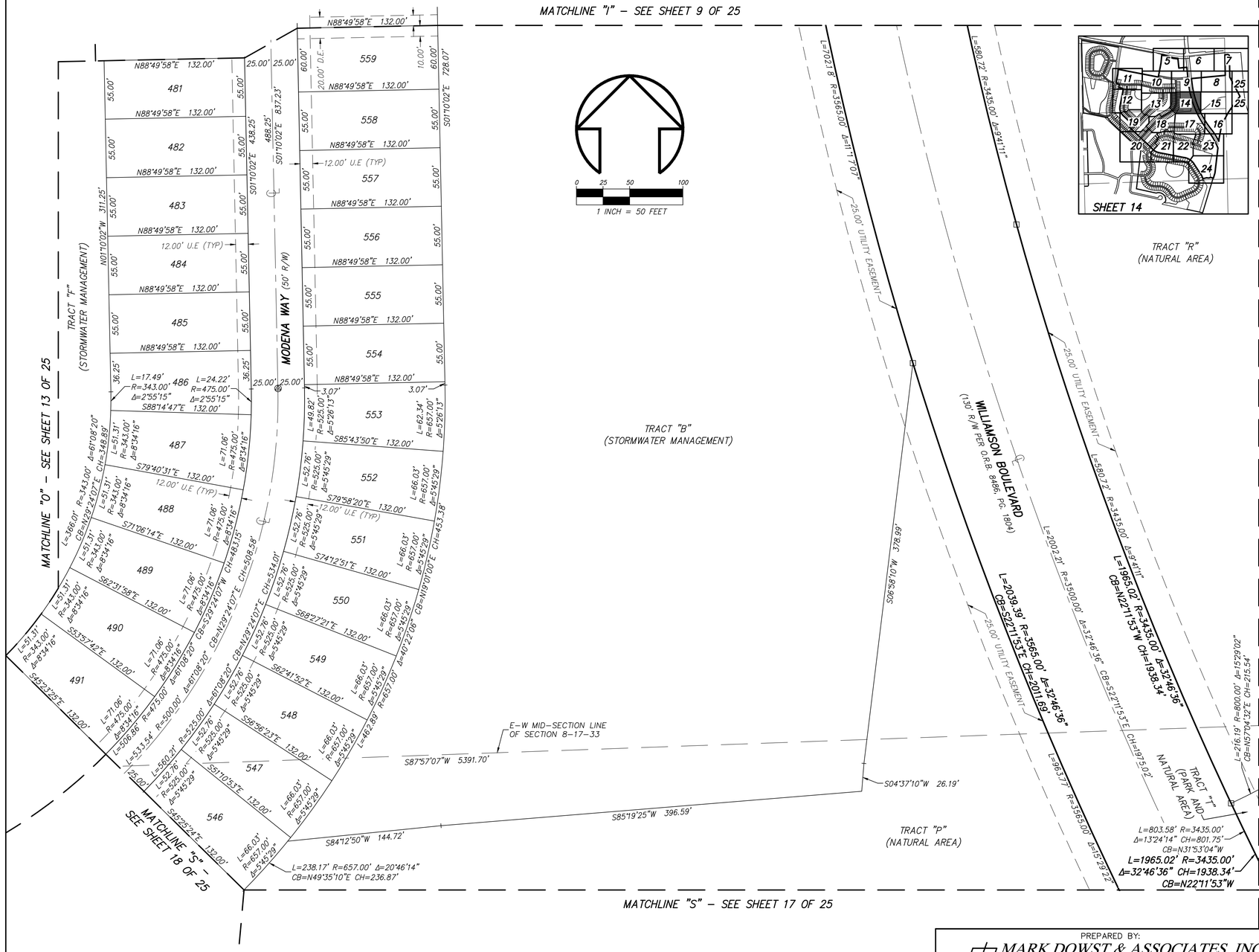
Drawing name: K:\DWGS\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3-4(4).dwg Plot 513 Jun 11, 2025 11:38am by: tmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "I" – SEE SHEET 9 OF 25



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 14 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
								BY	

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 14

RECORD PLAT

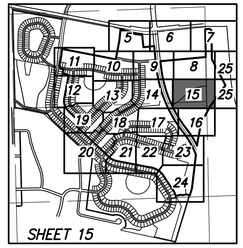
Drawing name: V:\JOBS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_survplat-ph3-4(4).dwg Plot: 514 Jun 11, 2025 1:38pm by: tlhb

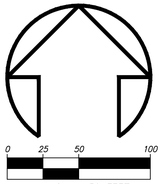
ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "G" – SEE SHEET 8 OF 25





MATCHLINE "R" – SEE SHEET 14 OF 25

TRACT "R"
(NATURAL AREA)

L=552.62' R=800.00' Δ=39°34'43" CB=N69°07'22"E CH=541.70'

N49°20'01"E 363.74'

L=216.19' R=800.00' Δ=15°29'02"
CB=N57°04'32"E CH=215.54'

S87°57'07"W 5391.70'

TRACT "T"
(PARK AND NATURAL AREA)

L=1965.02' R=3435.00' Δ=32°46'36"
CB=N22°11'53"W CH=1938.34'

L=803.58'
R=3435.00'
Δ=13°24'14"
CB=N31°53'04"W
CH=801.75'

25.00' UTILITY EASEMENT

MATCHLINE "T" –
SEE SHEET 17 OF 25

MATCHLINE "T" – SEE SHEET 16 OF 25

E LINE OF THE NE 1/4 OF SECTION 8-17-33 W LINE OF THE NW 1/4 OF SECTION 9-17-33

806.08'
S01°05'16"E 2651.67'

TRACT "S"
(UTILITIES AND COMMON AREA)

E LINE OF THE NE 1/4 OF SECTION 8-17-33 W LINE OF THE NW 1/4 OF SECTION 9-17-33

440.40'

170.00' WIDE UTILITY EASEMENT PER O.R.B. 921, PG. 27

E 1/4 CORNER SECTION 8-17-33 (NOTHING FOUND OR SET)

E LINE OF THE SE 1/4 OF SECTION 8-17-33 W LINE OF THE SW 1/4 OF SECTION 9-17-33

300.82'
S01°05'16"E 2651.17'

S01°05'16"E 1993.53'
1211.45'

E LINE OF O.R.B. 921, PG. 27

FLOOD PLAIN COMPENSATION EASEMENT PER O.R.B. 8396, PG. 805

TRACT "X"
(NATURAL AREA)

SET 5/8" IR (PRM MDA LB 4335)

W LINE OF O.R.B. 4634, PG. 2674

S34°53'17"W 137.81'

S34°53'17"W 460.49'

PARCEL NO. 7309-00-00-0141 UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA O.R.B. 4634, PG. 2674

REPLACED FD. 5/8" IR (LB 4475)

180.54'

S28°19'14"W 518.53'

MATCHLINE "I" – SEE SHEET 25 OF 25

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 15 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO.	
1351	15
RECORD PLAT	

Drawing name: V:\DWGS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot STS Jun 24, 2025 11:32am by: tlhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "T" – SEE SHEET 15 OF 25

MATCHLINE "U" – SEE SHEET 17 OF 25

TRACT "T"
(PARK AND NATURAL AREA)

TRACT "S"
(UTILITIES AND COMMON AREA)

TRACT "C"
(STORM WATER MANAGEMENT)

WILLIAMSON BOULEVARD
(130' R/W PER O.R.B. 8486, PG. 1804)

L=803.58' R=3435.00' Δ=13°24'14" CB=N34°53'04"W CH=801.75'
L=1965.02' R=3435.00' Δ=32°46'36"
CB=N21°11'53"W CH=1938.34'

L=2002.21' R=3500.00' Δ=32°46'36" CB=S21°11'53"E CH=1975.02'

L=2039.39' R=3565.00' Δ=32°46'36"
CB=S21°11'53"E CH=2011.69'

L=373.41' R=3565.00' Δ=6°00'06"

25.00' UTILITY EASEMENT

65.00'

65.00'

L=715.32'
R=2235.00'
Δ=18°20'16"
CB=S29°25'03"E
CH=712.28'

L=402.24'
R=2235.00'
Δ=10°18'42"

L=524.55' R=2365.00' Δ=12°42'29"
CB=N32°13'57"W CH=523.47'

L=615.13' R=2380.00' Δ=15°19'25"
CB=S30°55'28"E CH=613.30'

25.00' UTILITY EASEMENT

300.82'

180.54'

S28°19'14"W 518.53'

337.69'

S01°05'16"E 2651.17'

E LINE OF THE SE 1/4
OF SECTION 8-17-33
W LINE OF THE SW 1/4
OF SECTION 9-17-33

W LINE OF O.R.B.
4634, PG. 2674

SEC 9-17-33

NOT PLATTED

REPLACED
FD. 5/8" IR
(LB 7883)

PARCEL NO. 7308-00-00-0040
UTILITIES COMMISION, CITY OF
NEW SMYRNA BEACH, FLORIDA
O.R.B. 4634, PG. 2674

SEC 8-17-33

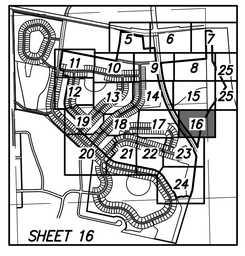
NOT PLATTED

S10°54'20"W 540.47'

170.00' WIDE UTILITY EASEMENT PER O.R.B. 921, PG. 27

PARCEL NO. 7309-00-00-0141
UTILITIES COMMISION, CITY OF
NEW SMYRNA BEACH, FLORIDA
O.R.B. 4634, PG. 2674

0 25 50 100
1 INCH = 50 FEET



MATCHLINE "V" – SEE SHEET 23 OF 25

PREPARED BY:
MARK DOWST & ASSOCIATES, INC
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SHEET 16 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 16

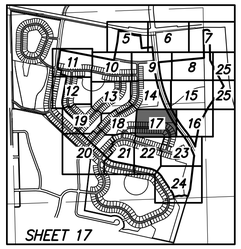
RECORD PLAT

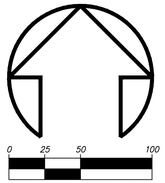
Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 516 Jun 11, 2025 1:48pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:





MATCHLINE "S" – SEE SHEET 14 OF 25

MATCHLINE "T" – SEE SHEET 15 OF 25

MATCHLINE "W" – SEE SHEET 18 OF 25

MATCHLINE "U" – SEE SHEET 16 OF 25

MATCHLINE "DD" – SEE SHEET 21 OF 25

MATCHLINE "X" – SEE SHEET 22 OF 25

MATCHLINE "T" – SEE SHEET 23 OF 25

TRACT "P" (NATURAL AREA)

TRACT "T" (PARK AND NATURAL AREA)

TRACT "C" (STORMWATER MANAGEMENT)

TRACT "D" (STORMWATER MANAGEMENT)

WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8488, PG. 1804)

25.00' UTILITY EASEMENT

12.00' U.E (TYP)

L=98.77' R=3565.00' Δ=1°57'12"

L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'

L=2002.21' R=3500.00' Δ=32°46'36" CB=S22°11'53"E CH=1975.02'

L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'

L=803.58' R=3435.00' Δ=13°24'14" CB=N31°35'04"W CH=801.75'

L=37.43' R=3565.00' Δ=0°36'06"

S89°04'52"E 841.09'

N89°04'52"W 841.09'

S89°04'52"E 275.29'

N89°04'31"E 132.00'

N87°12'55"W 132.00'

S72°37'52"E 405.82'

L=75.59' R=407.00' Δ=10°38'30" CB=N83°45'37"W CH=75.49'

L=89.10' R=407.00' Δ=12°32'36"

L=63.17' L=2.50' R=407.00' Δ=0°21'08"

L=1.69' R=275.00' Δ=0°21'08"

L=60.20' R=275.00' Δ=12°32'36"

L=510.92' R=275.00' Δ=106°27'00" CB=S35°51'22"E CH=440.55'

L=464.48' R=250.00' Δ=106°27'00" CB=S35°51'22"E CH=400.55'

L=109.63' R=225.00' Δ=27°55'00"

L=418.03' R=225.00' Δ=106°27'00" CB=S35°51'22"E CH=360.45'

L=125.56' R=225.00' Δ=31°58'28"

L=45.31' R=93.00' Δ=27°55'00"

L=172.78' R=93.00' Δ=106°27'00" CB=N35°51'22"W CH=148.98'

L=51.90' R=93.00' Δ=31°58'28"

L=125.56' R=225.00' Δ=31°58'28"

L=880.57' R=407.00' Δ=123°58'29" CB=N30°32'07"W CH=604.01'

L=89.10' R=407.00' Δ=12°32'36"

L=60.20' R=275.00' Δ=12°32'36"

L=89.10' R=407.00' Δ=12°32'36"

L=60.20' R=275.00' Δ=12°32'36"

L=89.10' R=407.00' Δ=12°32'36"

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L=89.10' R=407.00' Δ=12°32'36"

L=60.20' R=275.00' Δ=12°32'36"

L=89.10' R=407.00' Δ=12°32'36"

L=60.20' R=275.00' Δ=12°32'36"

L=89.10' R=407.00' Δ=12°32'36"

646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 671 672 673 674 675 676 677 678 679 680 681 682 683 684

PREPARED BY:

MARK DOWST & ASSOCIATES, INC.

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SHEET 17 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

EB 4335 LB 4335

536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	BY
50'	LAT	LAT	LHD	

DATE 02/06/24

DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

17

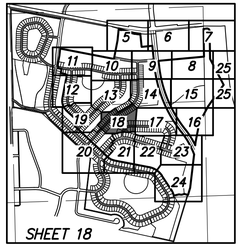
RECORD PLAT

Drawing name: K:\DWGS\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 517 Jun 11, 2025 1:48pm by: thib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



0 25 50 100

1 INCH = 50 FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C33	81.64'	225.00	020°47'20"	81.19'	S32°22'43"W
C34	40.21'	225.00	010°14'25"	40.16'	S47°53'35"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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SHEET 18 OF 25

REVISION

NO. | DATE | APPR.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE 50' | DESIGNED LAT | DRAWN LAT | CHECKED LHD | DATE 02/06/24 | BY

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 18

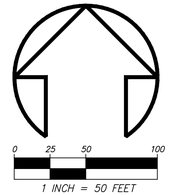
RECORD PLAT

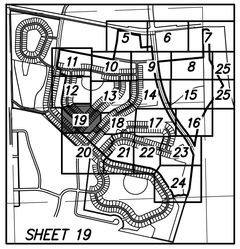
Drawing name: k:\UMGS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot: 518 Jun 11, 2025 11:41pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:





MATCHLINE "N" – SEE SHEET 12 OF 25

MATCHLINE "P" – SEE SHEET 13 OF 25

MATCHLINE "Y" – SEE SHEET 18 OF 25

MATCHLINE "BB" – SEE SHEET 20 OF 25

E–W MID–SECTION LINE OF SECTION 8–17–33

S87°57'07"W 5391.70'

L=144.20'
R=143.00'
Δ=57°46'29"
CB=S17°59'36"E
CH=138.16'

L=352.93'
R=350.00'
Δ=57°46'29"
CB=N17°59'36"W
CH=338.16'

SPECK WAY (50' R/W)

N46°52'51"W 457.72'

S46°52'03"E 1087.90'

ABALONE WAY (50' R/W)

JUNONIA BOULEVARD (60' R/W)

MODENA WAY (50' R/W)

N43°07'09"E 157.49'

TRACT "L" (STORMWATER MANAGEMENT AND COMMON AREA)

TRACT G (STORMWATER MANAGEMENT AND COMMON AREA)

TRACT "I" (STORMWATER MANAGEMENT)

TRACT "J" (STORMWATER MANAGEMENT)

TRACT "F" (STORMWATER MANAGEMENT)

TRACT AA (LANDSCAPE BUFFER)

TRACT V (STORMWATER MANAGE

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111–130

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C28	327.72'	325.00	057°46'29"	314.01'	S17°59'36"E
C29	302.51'	300.00	057°46'29"	289.85'	S17°59'36"E
C30	277.30'	275.00	057°46'29"	265.70'	S17°59'36"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C35	39.27'	25.00	090°00'00"	35.36'	N88°07'09"E
C36	39.27'	25.00	090°00'00"	35.36'	N01°52'51"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 19

RECORD PLAT

Drawing name: K:\DWGS\1351 – Marvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot by: lmb Jun 11, 2025 1:41pm

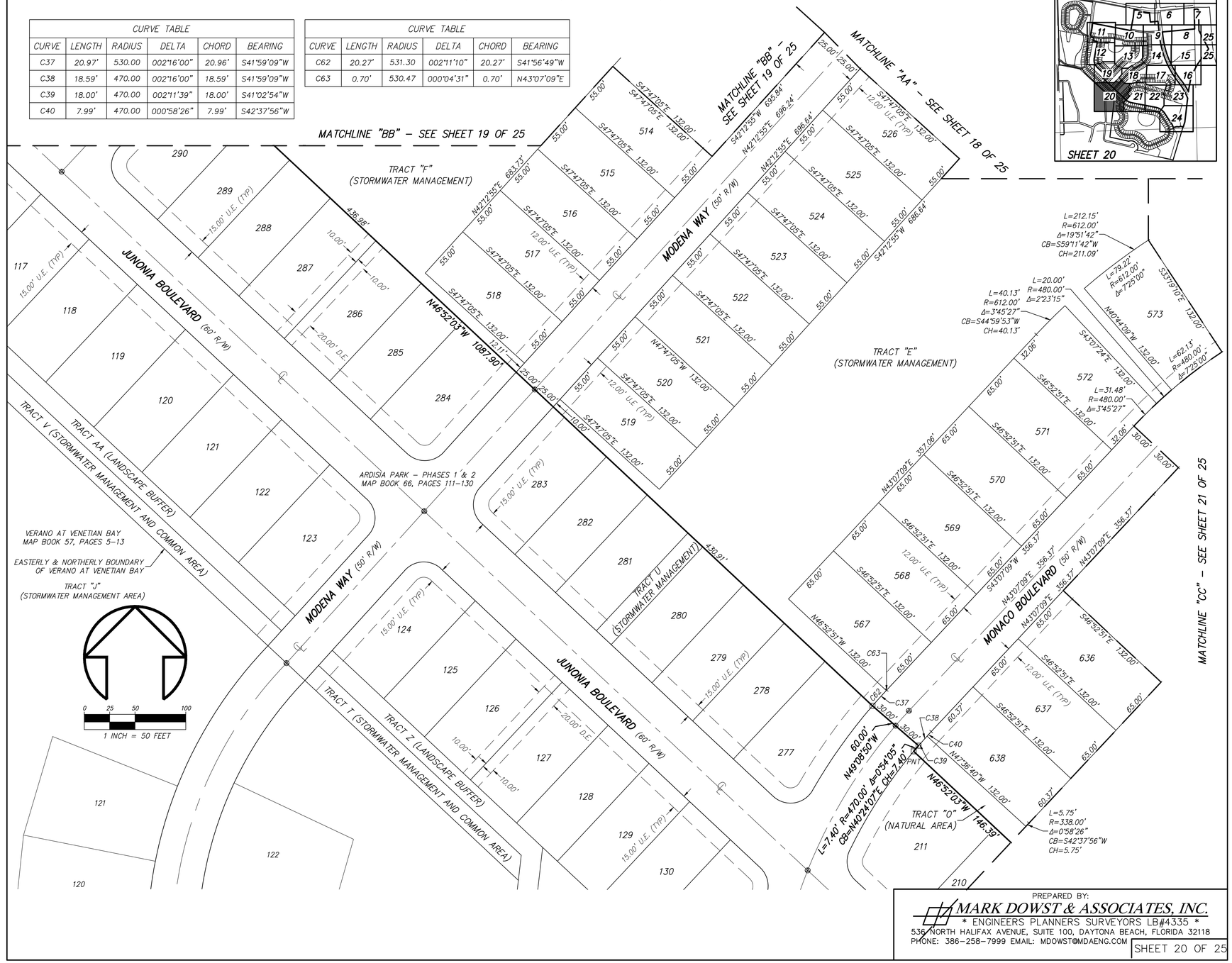
ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C37	20.97'	530.00	002°16'00"	20.96'	S41°59'09"W
C38	18.59'	470.00	002°16'00"	18.59'	S41°59'09"W
C39	18.00'	470.00	002°11'39"	18.00'	S41°02'54"W
C40	7.99'	470.00	000°58'26"	7.99'	S42°37'56"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C62	20.27'	531.30	002°11'10"	20.27'	S41°56'49"W
C63	0.70'	530.47	000°04'31"	0.70'	N43°07'09"E



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 20 OF 25

REVISION | NO. | DATE | APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL		BY		DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 20

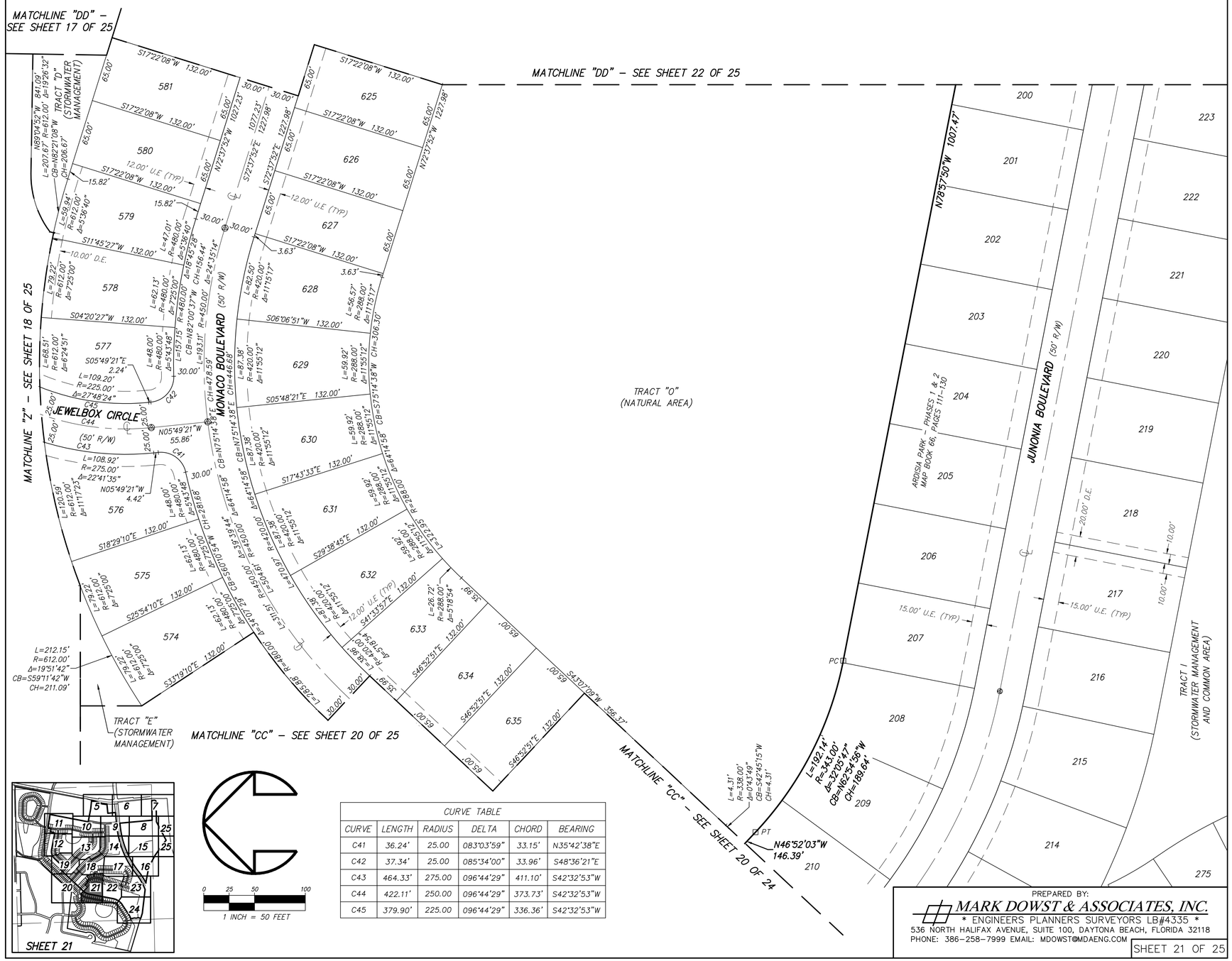
RECORD PLAT

Drawing name: V:\2025\1351 - Marvin Property-Shell Points_Survey\Civil 3D-CIVIL\1351_surplat-pg3-4(3).dwg Plot: 520 Jun 11, 2025 1:45pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



0 25 50 100

1 INCH = 50 FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C41	36.24'	25.00	083°03'59"	33.15'	N35°42'38"E
C42	37.34'	25.00	085°34'00"	33.96'	S48°36'21"E
C43	464.33'	275.00	096°44'29"	411.10'	S42°32'53"W
C44	422.11'	250.00	096°44'29"	373.73'	S42°32'53"W
C45	379.90'	225.00	096°44'29"	336.36'	S42°32'53"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 21 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
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EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
		BY	BY	DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 21

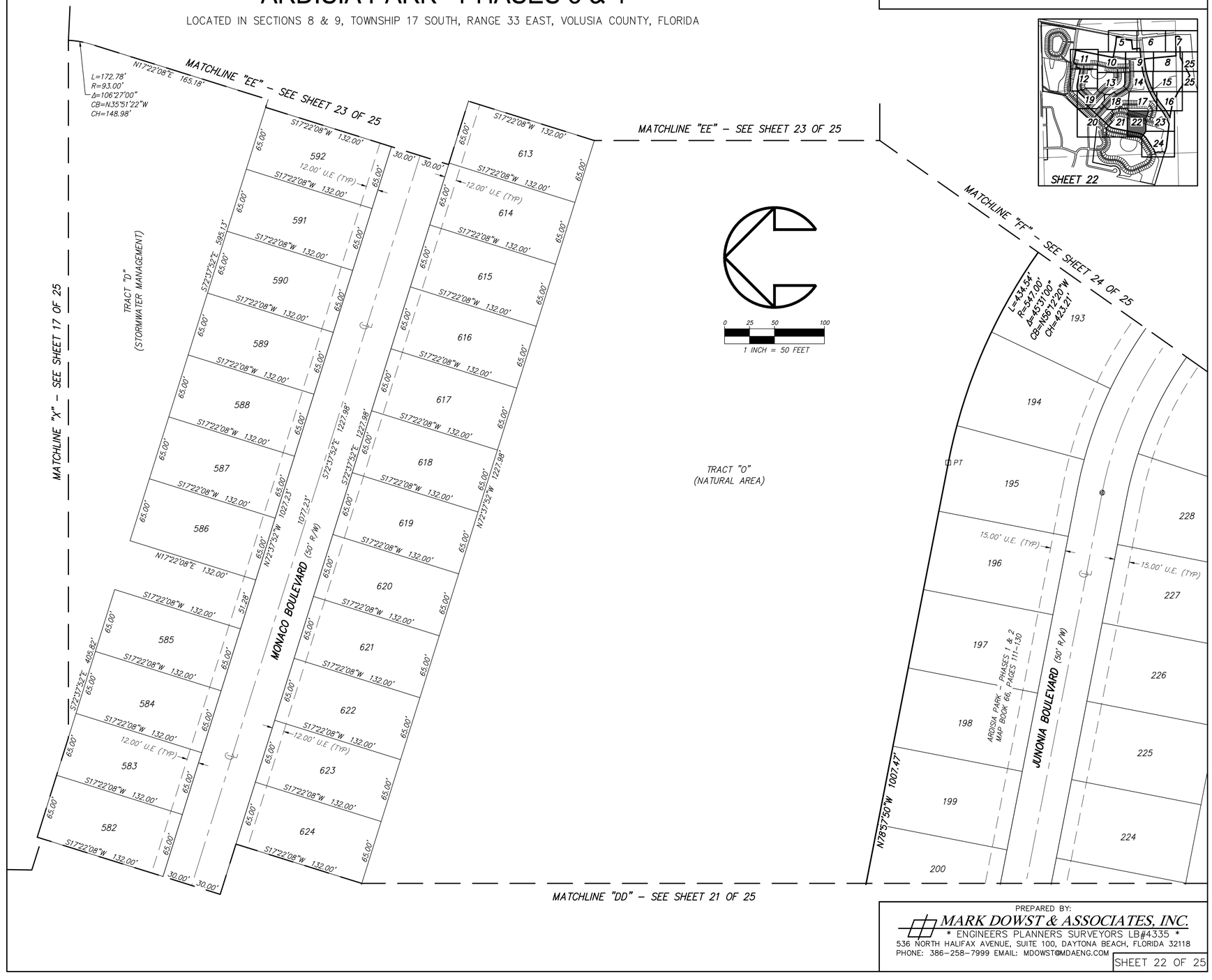
RECORD PLAT

Drawing name: v:\2024\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_ardisia-ph3-4(4).dwg Plot: 521 Jun 11, 2025 1:42pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 22 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO.	
1351	22

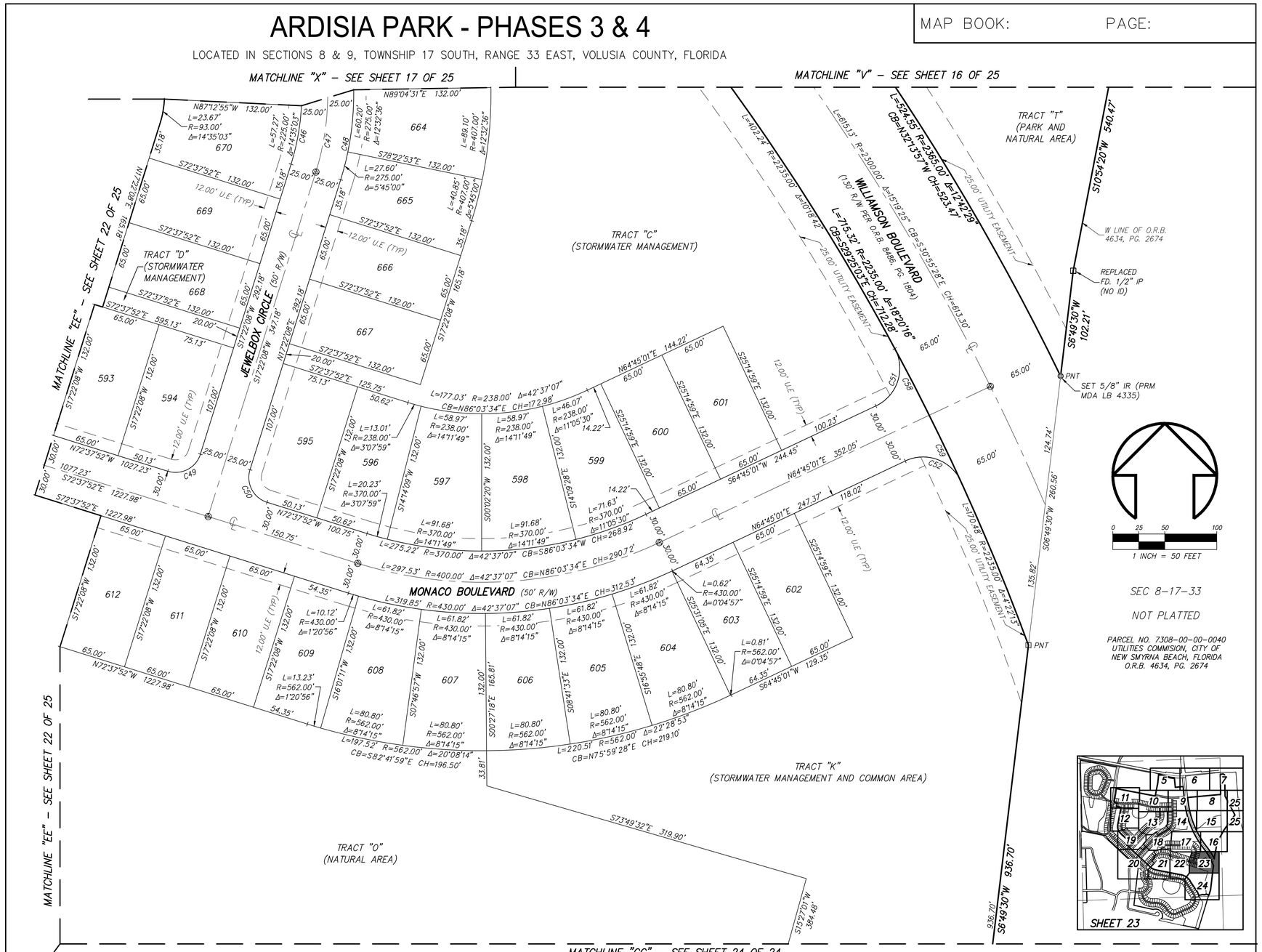
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 522 Jun 11, 2025 1:43pm by: thib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



SEC 8-17-33

NOT PLATTED

PARCEL NO. 7308-00-00-0040
UTILITIES COMMISION, CITY OF
NEW SMYRNA BEACH, FLORIDA
O.R.B. 4634, PG. 2674

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C46	418.03'	225.00	106°27'00"	360.45'	N35°51'22"W
C47	464.48'	250.00	106°27'00"	400.50'	N35°51'22"W
C48	510.92'	275.00	106°27'00"	440.55'	N35°51'22"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C49	39.27'	25.00	090°00'00"	35.36'	N62°22'08"E
C50	39.27'	25.00	090°00'00"	35.36'	S27°37'52"E
C51	64.94'	40.00	093°01'30"	58.04'	S18°14'16"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C52	63.27'	40.00	090°37'51"	56.88'	S69°56'03"E
C58	72.16'	2235.00	001°51'00"	72.16'	S27°20'59"E
C59	70.44'	2235.00	001°48'21"	70.44'	S25°31'18"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 23 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
		FINAL				BY		DATE	

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 23

RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Sheet Points_Survey\Civil 3D-DWGs\1351_survplat-ph3-4(4).dwg Plot: 523 Jun 11, 2025 1:43pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "GG" – SEE SHEET 23 OF 25

MATCHLINE "FF" – SEE SHEET 22 OF 25

L=434.54'
R=541.00'
Δ=45°31'00"
CB=N56°12'20"W
CH=423.21'

192

191

190

189

188

187

186

185

184

183

233

234

235

236

237

PC

PT

15.00' U.E. (TYP)

N33°26'50"W 467.49'

JUNONIA BOULEVARD (50' R/W)

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111–130

L=186.52'
R=541.00'
Δ=19°45'12"
CB=N23°30'44"W
CH=185.61'

S76°05'22"W 151.71'

65.56'
N80°47'00"W

S77°30'33"W 39.93'

46.57'
S69°02'29"W

N73°13'39"W
108.46'

TRACT "O"
(NATURAL AREA)

TRACT S
(OPEN SPACE)

S LINE SECTION 8–17–33
N LINE SECTION 17–17–33

S88°04'08"W 5378.05'

TRACT W (LANDSCAPE BUFFER)

TRACT "K"
(STORMWATER MANAGEMENT AND COMMON AREA)

S15°27'01"W 384.48'

S11°42'45"E 199.13'

S02°07'23"W 65.21'

S09°47'09"W 76.43'

S04°30'55"E 170.89'

S16°46'21"W 210.37'

936.70'
S6°49'30"W 936.70'

PARCEL NO. 7308–00–00–0040
UTILITIES COMMISION, CITY OF
NEW SMYRNA BEACH, FLORIDA
O.R.B. 4634, PG. 2674

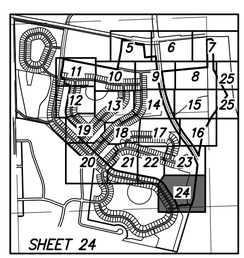
SEC 8–17–33

NOT PLATTED

W LINE OF O.R.B.
4634, PG. 2674

REPLACED
FD. 5/8" IR
(LB 7883)

0 25 50 100
1 INCH = 50 FEET



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 24 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 24

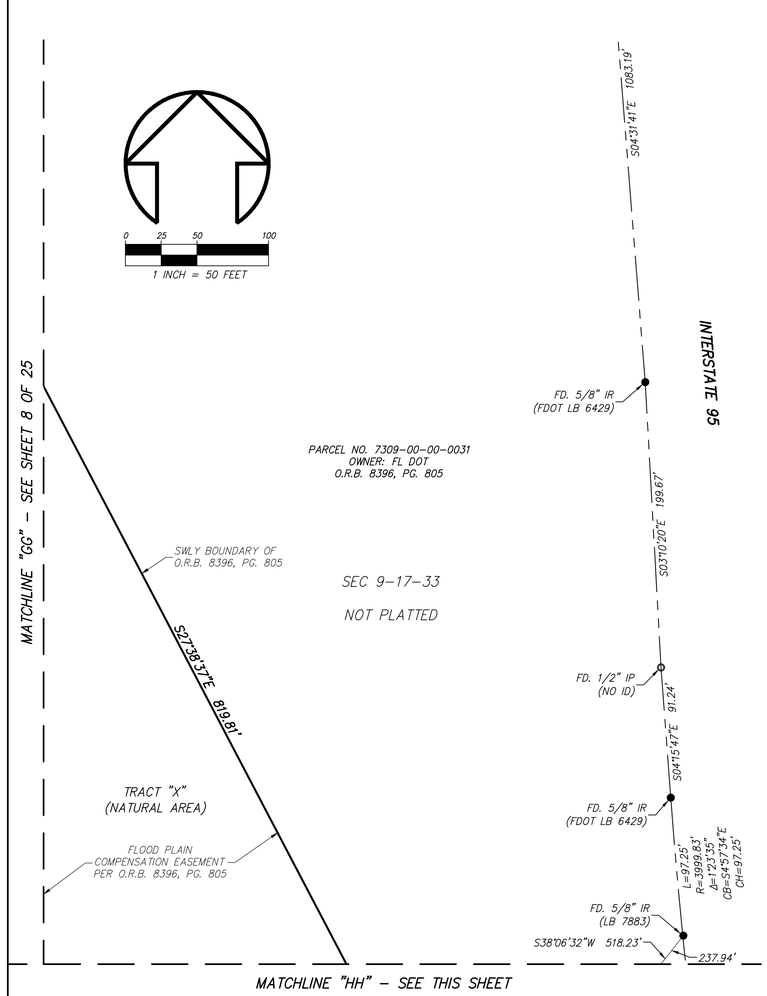
RECORD PLAT

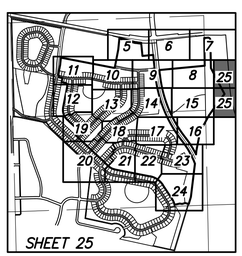
Drawing name: V:\JOBS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_survplot–ph3–4(4).dwg Plot: 524 Jun 11, 2025 1:43pm by: tmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:





PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 25 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
DESIGNED	LAT	BY		DATE	

SCALE 50' FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 25

RECORD PLAT

Drawing name: V:\1MDS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplot-ph3-4(4).dwg Plot SIZE Jun 24, 2025 11:53am by: tlhb

ARDISIA PARK - PHASES 3 AND 4

CITY OF NEW SMYRNA BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER/DEVELOPER:
TAYLOR MORRISON
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751
PHONE NUMBER: (407) 720-8680
CONTACT PERSON: FREDRICK MILLER
e-mail: fmiller@taylormorrison.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRISTOPHER T. ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
MARK DOWST & ASSOCIATES, INC.
536 N. HALIFAX AVENUE, SUITE 100
DAYTONA BEACH, FL 32118
PHONE NUMBER: (386) 258-7999
FAX NUMBER: (386) 257-4310
CONTACT PERSON: MARK DOWST, P.E.
e-mail: markdowst@mdaeng.com

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE RD, SUITE C
SOUTH DAYTONA, FL 32119
PHONE NUMBER: (386) 756-1105
FAX NUMBER: (386) 760-4067
CONTACT PERSON: BRIAN POHL, P.E.
e-mail: bpohl@universalengineering.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, PLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

PHASE 3 & 4 OF THIS PROJECT INCLUDES THE CONSTRUCTION OF 368 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED UTILITY INFRASTRUCTURE AND STORMWATER CONVEYANCE & TREATMENT FACILITIES.

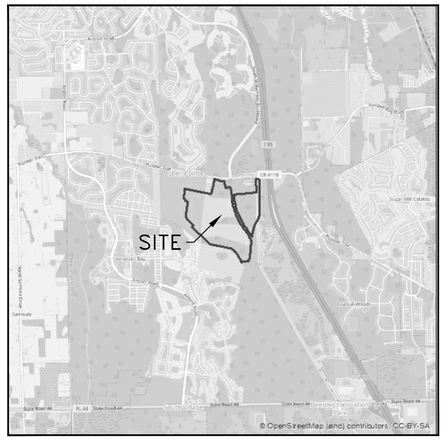
SITE INFORMATION:

SITE ADDRESS:	3350 PIONEER TRAIL, NEW SMYRNA BEACH, FL	
PHASE AREA:	± 270 AC	
TAX PARCEL I.D. #:	7308-00-00-0030 & 0050	
EXISTING ZONING:	PUD	
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE	
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL	
EXISTING FUTURE LAND USE:	SUSTAINABLE COMMUNITY DEVELOPMENT (SCD)	
UNIT/LOT COUNT:	368 LOTS	
UNIT/LOT DENSITY:	1.4 LOTS PER ACRE (PHASE 3 & 4 AREA ONLY)	
SETBACKS:		
FRONT:	17.5 FT (LIVING & PORCHES); 22.5 (GARAGES)	
SIDE:	5 FT (FROM EAVE)	
STREET SIDE:	15 FT	
REAR:	25 FT	
REQUIRED LANDSCAPE BUFFER(S):		
NORTH:	20 FT	
SOUTH:	20 FT	
EAST:	20 FT	
WEST:	20 FT	
MINIMUM LOT SIZE:	6,600 SF	
MINIMUM LOT WIDTH:	55 FT	
MAXIMUM BUILDING HEIGHT	35 FT	
UTILITIES:	PROVIDED BY UTILITIES COMMISSION	

LAND USE TABLE:		
	ACREAGE	PERCENTAGE
PROPOSED IMPROVEMENTS:		
LOT IMPERVIOUS AREA	30.6 AC	11.3%
PAVEMENT & SIDEWALK	12.4 AC	4.6%
POND AREA(S)	51.8 AC	19.2%
LANDSCAPE/GREEN SPACE	175.2 AC	64.9%
TOTAL PERVIOUS	175.2 AC	64.9%
TOTAL IMPERVIOUS	94.8 AC	35.1%

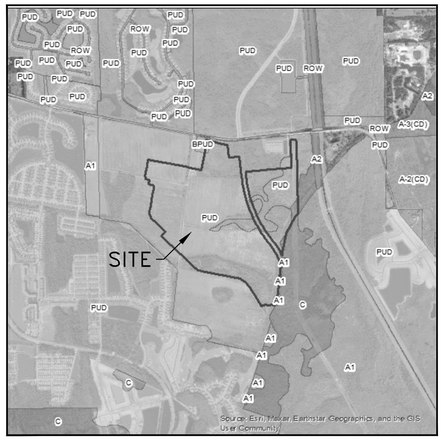
LEGAL DESCRIPTION:

SEE SHEET C4 FOR LEGAL DESCRIPTION.



VICINITY MAP

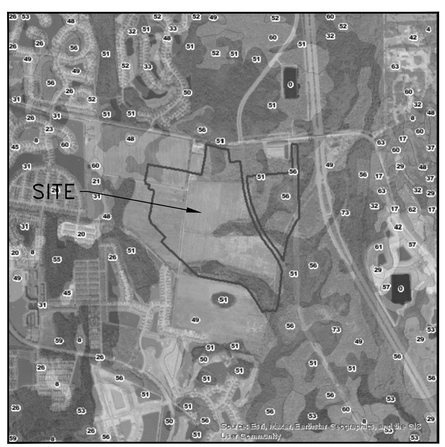
SCALE: 1" = 4000'



ZONING MAP

SCALE: 1" = 2000'

CURRENT ZONING FOR THIS SITE IS: PUD



SOILS MAP

SCALE: 1" = 1000'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
21 EAUGALLIE FINE SAND - DEPRESSIONAL (C/D) , 31 MALABAR FINE SAND (A/D), 48 PLACID FINE SAND - DEPRESSIONAL (A/D), 49 POMONA FINE SAND (A/D), 51 POMONA-ST JOHNS COMPLEX (A/D), 56 SAMSULA MUCK (A/D), 60 SMYRNA FINE SAND (A/D)



FLOOD ZONE MAP

SCALE: 1" = 2000'

THE PROPERTY LIES IN:
FLOOD ZONE "A" PER FEMA MAPS 12127C0517J EFF. 2/19/2014
ESTABLISHED FLOOD ELEVATION = 22.86 FT

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PERMIT STATUS:

ST JOHNS RIVER WATER MANAGEMENT DISTRICT:	IN PROCESS
FDEP SEWER PERMIT:	NOT SUBMITTED
VCHD WATER PERMIT:	NOT SUBMITTED
FDEP NPDES:	NOT SUBMITTED
FDEP WETLAND:	NO PERMIT REQUIRED

MANDATORY PRE-CONSTRUCTION MEETING NOTE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
COVER SHEET

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 01_18169-COV-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 47

MELIA L. RUSSELL, P.E. No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: C=florida, O=Russell, Zev Cohen & Associates Inc, OU=Zev Cohen and Associates, CN=M
Reason: I am the author of this document and am an
Location: the date time stamp automatically signed
Date: 2025.07.24 09:38:39-04'00'

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\PHASES 3 & 4\01-18169-COV-PH3-4.DWG - PRINTED: 7/18/2025 2:23 PM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, LATEST EDITIONS.
2. ALL DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
5. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
6. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS–BUILT" SURVEY FURNISHED TO THE ENGINEER.
7. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
8. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY PRIOR TO PERFORMING THE WORK.
9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS–BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS–BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS–BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS–BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS–BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO VOLUSIA COUNTY TRAFFIC OPERATIONS (386–239–6535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
11. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
12. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
13. SURVEY INFORMATION PROVIDED BY MARK DOWST & ASSOCIATES, INC. DATED 01/04/22. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
14. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
15. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
18. ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
19. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
20. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
21. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
22. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
23. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
24. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
25. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
26. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
27. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
28. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
29. ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
30. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
31. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
32. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY.
33. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD.
34. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
35. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.
36. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
37. DURING CONSTRUCTION, AN ALL–WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.

GENERAL NOTES (CONT'D)

38. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
39. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW LIMEROCK BASE UNLESS OTHERWISE NOTED ON PLANS.
40. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
41. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
42. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
43. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
44. GRADES SHOWN ARE FINISHED GRADES.
45. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI–WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
46. ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
47. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
48. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE–TESTING PRIOR TO SCHEDULING A TEST OR WALK–THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
49. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY–TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
50. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
51. SITE DEVELOPMENT SHALL ADHERE TO THE CITY'S CONSTRUCTION MANAGEMENT GUIDELINES AS DEPICTED WITHIN ORDINANCE 60–19 THAT MAY REQUIRE A 6' CHAIN LINK FENCE WITH SINGLE COLOR FABRIC ALONG THE PIONEER TRAIL PERIMETER.
52. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS. FOR RESIDENTIAL SUBDIVISION DESIGN, ZCA SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR, EITHER LOT OR HOME IMPROVEMENTS PROPOSED TO BE CONSTRUCTED (OR ACTUALLY CONSTRUCTED) BY OTHERS AND/OR IMPROVEMENTS CONSTRUCTED AFTER CERTIFICATION OF COMPLETION OF THE SITE INFRASTRUCTURE. LOT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INDIVIDUAL HOME CONSTRUCTION, INDIVIDUAL LOT GRADING, GARAGES, DRIVEWAYS, SIDEWALKS, PATIOS, PORCHES, POOLS, POOL DECKS, SITTING AREAS, RETAINING WALLS, ETC. DESIGNED OR CONSTRUCTED BY THE HOMEBUILDER, HOMEOWNER, HOA, CONTRACTORS OR OTHER DESIGN PROFESSIONALS, NOT EMPLOYED BY ZCA, SHALL NOT BE THE RESPONSIBILITY OF ZCA.

EROSION & SEDIMENT CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAKING AVAILABLE ONSITE, ALL REQUIRED FEDERAL, STATE AND LOCAL PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY POTENTIAL STORM WATER DISCHARGES TO THE CITY'S PERMITTED MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) MUST BE DESIGNATED ON THE FDEP NPDES CONSTRUCTION GENERIC PERMIT AND A COPY OF THE NOTICE OF INTENT PROVIDED TO THE CITY OF NEW SMYRNA STORM WATER COORDINATOR. THE CONTRACTOR SHALL MAINTAIN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL PERMITS REQUIREMENTS.
2. THE CONTRACTOR SHALL AS A MINIMUM, PREPARE AND IMPLEMENT AN EROSION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GUIDELINES.
3. INITIAL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO ANY LAND DISTURBING ACTIVITIES.
4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSIONS AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ONSITE AND TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS. IF A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF A PERMIT, THE PRACTICES MUST BE IN ACCORDANCE WITH THE APPROVED PLAN. IF SPECIFIC SITE CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL OF SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY.
5. CONTRACTORS SHALL MINIMIZE DISTURBANCES OF EXISTING VEGETATION AND DRAINAGE PATTERNS TO MAXIMUM EXTENT PRACTICABLE. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
6. STORM WATER RETENTION, DETENTION, STORAGE AND CONVEYANCE SYSTEMS MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OF PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEASURES MUST BE TAKEN TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION. SILTATION MUST BE REMOVED FROM THE STORM WATER SYSTEM UPON REACHING 50% CAPACITY AND IMMEDIATELY PRIOR TO FINAL GRADING AND PAVING OF THE PROJECT.
7. CITY DEWATERING PERMITS SHALL BE OBTAINED AND APPROVED PRIOR TO ANY DEWATERING INTO THE CITY'S PERMITTED MS4 SYSTEM.

SITE CLEARING AND GRADING NOTES

THE FOLLOWING REPRESENTS MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE ENGINEER RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF EXISTING OR PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER OR DESIGNEE. THE CONTRACTOR SHALL LOCATE THESE AREAS IN THE FIELD AND BARRICADE THEM TO AVOID UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER–STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CLUSTERS OF TREES, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCE WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES IN ACCORDANCE WITH THE CITY'S UTILITY DEPARTMENT STANDARDS.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIAL ON SUBJECT SITE, SILT FENCE SHALL BE INSTALLED:
   a. ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES,
   b. AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS,
   c. ADJACENT TO NATURAL LANDSCAPE BUFFERS,
   d. AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES.
   e. AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE–SPECIFIC CLEARING PERMIT AND THROUGHOUT PROJECT CONSTRUCTION.
6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD AND WATERING, AS REQUIRED.
9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND OR/ SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED, INCLUDING WATERING AND TRIMMING BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.
11. ALL BURNING OF CLEARED MATERIALS MUST BE APPROVED AND PERMITTED THROUGH THE FL FOREST SERVICE, BUNNELL OFFICE.
12. ABSOLUTELY NO BURYING OF CLEARED & GRUBBED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED. TEMPORARY STOCKPILE SLOPES SHALL NOT EXCEED 4:1 (H:V).
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER MODIFIED AASHTO T–180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THESE LOTS AT 300' INTERVALS. THESE TESTS ARE TO BE PERFORMED IN 1' VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE 1' TESTS.

SITE CLEARING AND GRADING NOTES

17. IF ANY MUCK OR ANY UNSUITABLE MATERIAL IS DISCOVERED, IT SHALL BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T–180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF FIVE DAYS SHALL BE COVERED OR WATERED TO MINIMIZE THE ADVERSE IMPACT ON ADJACENT PROPERTY OWNERS AT NO ADDITIONAL COST TO THE CITY OR OWNER. SEED AND MULCH IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORMWATER CONSTRUCTION NOTES

1. ALL MATERIALS, INSTALLATION AND SEDIMENT AND EROSION CONTROL FOR SUBDIVISIONS AND SITE PLANS SHALL CONFORM TO CITY STANDARDS, FDEP STANDARDS, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND FDOT DESIGN STANDARDS (LATEST EDITION).
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. CONTRACTOR SHALL FOLLOW REQUIRED EROSION AND SEDIMENT CONTROL PRACTICES AND INCLUDE AN EROSION CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY PRIOR TO CONSTRUCTION. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE CITY'S EROSION AND SEDIMENT CONTROL NOTES DETAIL.
4. CONTRACTOR SHALL FOLLOW ALL OTHER CITY'S REQUIRED BEST MANAGEMENT PRACTICES. ALL CONSTRUCTION, RENOVATION, AND DEMOLITION SITES ARE TO BE KEPT CLEAN AND FREE OF REFUSE, DEBRIS, AND LITTER DURING THE CONSTRUCTION, RENOVATION, OR DEMOLITION PROCESS. A CERTIFICATE OF OCCUPANCY FOR A NEWLY CONSTRUCTED OR RENOVATED BUILDING SHALL NOT BE ISSUED UNTIL ALL REFUSE AND LIT

SANITARY SEWER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

1. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTS SHALL BE COMPLETED A MINIMUM FREQUENCY OF ONE SET OF TESTS EACH 300 FOOT LENGTH OF PIPING AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR. INSPECTOR.
2. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER.
3. THE CITY OF NEW SMYRNA RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES AND TO AIR TEST SEWER MAINS.
4. ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING A FULL–DIAMETER FLUSH OF THE MAINS FOR PRESSURE TESTING.
5. SANITARY SEWER FORCE MAINS SHALL BE PRESSURE TESTED TO 100 PSI FOR 2 HOURS WITH ALLOWABLE LEAKAGE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE * –GPH

AVERAGE TEST PRESSURE	NOMINAL PIPE DIAMETER – INCHES																	AVERAGE TEST PRESSURE
(PSI)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	(PSI)
450	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	450
400	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	400
350	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	350
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	300
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	275
250	0.36	0.71	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	250
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	225
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	200
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	175
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	150
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	125
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	100

*** IF THE PIPELINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.**

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

WHERE:
L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
S = LENGTH OF PIPE TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

POTABLE WATER CONSTRUCTION & DESIGN NOTES

1. THE UTILITIES COMMISSION SHALL BE GIVEN A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. ALL WORK PERFORMED ON POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
4. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH, AND THAT AS–BUILT DRAWINGS MEETING THE CITY'S REQUIREMENTS ARE PROVIDED TO THE CITY AND ACCEPTED PRIOR TO ANY USE OF THE SYSTEM.
5. THE WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE (WATER) FLOW CODE.
6. EACH WATER SERVICE TERMINATION SHALL BE MARKED WITH 2" X 4" PRESSURE TREATED LUMBER EXTENDING 4' ABOVE GROUND, CENTERED IN FRONT OF THE METER BOX WITH 2" OF ENDGRAIN POLY–TUBE OR APPROVED EQUAL COILED AND CAPPED WITH AN ELSTER HYDROSERT CAP INSIDE EACH METER BOX.
7. ALL WATER SERVICES SHALL BE MARKED WITH A "/\" SAW CUT INTO THE CURB.
8. ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB.
9. ALL TAPPING OF MAINS (12" OR SMALLER) SHALL BE PERFORMED BY CITY PERSONNEL. SCHEDULING OF THESE CONNECTIONS REQUIRES A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE AND SHALL BE COORDINATED WITH THE CITY INSPECTOR.
10. THE PLANS SHALL INCLUDE RIGHT OF WAY LINES AND STATIONING AND OFFSETS FROM THE CENTER LINE OF CONSTRUCTION.
11. DEWATERING ACTIVITIES SHALL KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE WATER MAIN BEING INSTALLED.
12. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM UNYIELDING FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
13. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T–180 MODIFIED PROCTOR TEST.
14. WHERE POTABLE WATER AND SANITARY SEWER MAINS CROSS WITH LESS THAN TWELVE (12) INCHES OF VERTICAL CLEARANCE OR WHERE THE SEWER MAIN IS ABOVE THE WATER MAIN, MEDIATION MUST BE REVIEWED AND APPROVED BY FDEP.
15. WATER MAINS SHALL BE CONSTRUCTED A MINIMUM OF 4 FEET BEHIND THE BACK OF CURB OR THE EDGE OF ROADWAY PAVEMENT, WHICHEVER IS GREATER, AS MEASURED FROM OUTSIDE WALL OF THE WATER MAIN.
16. 3 INCH METALIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES TO 24 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY THE MANUFACTURER FOR ALL WATER LINES. BLUE TRACER WIRE SHALL BE ATTACHED TO ALL PIPES. WIRE RUNS SHALL BE CONNECTED WITH SILICONE FILLED WIRE CONNECTORS. SERVICES SHALL BE CONNECTED TO THE MAIN WIRE WITH SILICONE FILLED WIRE CONNECTORS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE AND TEST FOR CONTINUITY (SEE CITY SPECIFICATION #15049 TRACER WIRE AND ALARMING TAPE). TRACER WIRE SHALL BE TESTED FOR CONTINUITY UNDER THE SUPERVISION OF A CITY REPRESENTATIVE AFTER INSTALLATION. IF A METER BOX IS NOT WITHIN 200 FEET OF A VALVE AND VALVE BOX AN ADDITIONAL VALVE BOX FOR TRACER WIRE IS REQUIRED.
17. SINGLE RESIDENTIAL WATER SERVICES SHALL BE A MINIMUM 1–INCH ENDOT, ENDOTRACE OR APPROVED EQUAL POLY–TUBE (MEETING THE SPECIFICATIONS OF NSF–14, AND AWWA C901.)
18. ALL WATER MAINS SHALL BE NSF–APPROVED FOR POTABLE WATER USE AND HAVE A MINIMUM COVER OF 36–INCHES.
19. WATER MAINS LESS THAN 18" MAY USE POLYVINYL CHLORIDE (PVC) C900, OR C905, SHALL MEET AWWA REQUIREMENTS AND HAVE A MINIMUM DIMENSION RATIO (DR–18) PRESSURE CLASS 150. WATER MAINS 18" AND LARGER SHALL BE DUCTILE IRON PIPE (D.I.P.), CLASS 350, CEMENT LINED. ALL NON–DUCTILE IRON PIPE HORIZONTAL DIRECTIONAL DRILL WATER MAINS SHALL HAVE A MINIMUM WORKING PRESSURE 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING BASED ON SITE CONDITIONS. INSIDE DIAMETER OF NON D.I.P. HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
20. DIRECTIONAL DRILLS SHALL HAVE FUSED MJ ADAPTERS.
21. ALL POTABLE WATER MAINS SHALL USE THRUST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT EBAA.COM
22. ALL FITTINGS, VALVES, ETC. SHALL BE DUCTILE IRON (MJ OR FLANGED) AND SHALL BE RESTRAINED.
23. ALL RESTRAINED PIPE BELL JOINTS SHALL USE BELL RESTRAINTS OR GRIPPER TYPE GASKETS CAN BE USED FOR DUCTILE IRON PIPE JOINTS.
24. WATER VALVES SHALL BE INSTALLED AT ALL STREET INTERSECTIONS AND AT A MAXIMUM SPACING OF 750 FEET. SPACING OF VALVES ON PRIMARY TRANSMISSION MAINS WILL BE DETERMINED BY THE CITY.
25. VALVES SHALL BE INSTALLED ON ALL LEGS OF WATER MAIN TEES EXCEPT ONE.
26. ALL FITTINGS SHALL MEET MINIMUM RESTRAINT REQUIREMENTS PER ANSI/AWWA/EBAA, AND ALL PRESSURE PIPES UNDER THE ROADWAYS SHALL BE RESTRAINED.
27. METER LENGTHS REQUIRED FOR WATER METERS INSTALLATION ARE AS FOLLOWS: 3/4" TO 2" METER REQUIRES 6', 4" METER REQUIRES 12', 6" AND 8" METER REQUIRES 14',AND A 10" METER REQUIRES 20'.
28. ALL WATER VALVE BOXES SHALL BE ADJUSTED, INCLUDING DEBRIS CAP, AND CONCRETE COLLAR TO FINISHED GRADE. VALVE BOX LIDS SHALL BE PAINTED BLUE TO MAKE THEM CLEARLY VISIBLE.
29. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY CITY UTILITIES PERSONNEL. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES WITHOUT A CITY REPRESENTATIVE PRESENT.
30. ALL VALVES 2 INCHES AND SMALLER SHALL BE CURB STOPS. VALVES LARGER THAN 2 INCHES SHALL BE GATE VALVES.
31. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED TO PRODUCE A MAXIMUM 500 FOOT RADIUS OF COVERAGE. ALL FIRE HYDRANTS SHALL BE INSTALLED IN EASILY ACCESSIBLE LOCATIONS FOR FIRE PERSONNEL. THE PRIMARY HYDRANT PORT ISHALL FACE THE STREET.
32. THE CONTRACTOR SHALL PIG ALL PIPES 6 INCHES OR LARGER IN DIAMETER. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR AND CITY REPRESENTATIVE.
33. FOR PIPE FLUSHING, PIGGING, TESTING, AND TIE–IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 A.M.) THE CONTRACTOR SHALL COORDINATE WITH THE CITY REPRESENTATIVE AND WATER PLANT OPERATIONS TO SCHEDULE THE DATE AND TIME FOR THESE ACTIVITIES.
34. THE CITY RESERVES THE RIGHT TO PERFORM THE SAMPLING AND ANALYSIS FOR BACTERIOLOGICAL CLEARANCE OF THE WATER MAIN. ANY RETESTING WILL BE AT THE CONTRACTORS EXPENSE.
35. POTABLE WATER LINES SHALL NOT BE USED OR PLACED INTO SERVICE UNTIL CLEARANCE IS ACCEPTED BY VOLUSIA COUNTY HEALTH DEPARTMENT AND THE CITY OF NEW SMYRNA.
36. BACKFLOW PREVENTERS (BFP) SHALL BE PLACED ON ALL POTABLE AND FIRE LINES SERVING COMMERCIAL AND RESIDENTIAL PROPERTIES. THE TYPE OF BACKFLOW PREVENTERS REQUIRED ARE AS FOLLOWS:
    POTABLE WATER SERVICE; REDUCED PRESSURE ZONE (RPZ)(BFP)
    FIRE LINE SERVICING A FIRE SPRINKLER SYSTEM AND/OR PRIVATE FIRE HYDRANT; DOUBLE CHECK VALVE ASSEMBLY
    FIRE LINE; DOUBLE CHECK VALVE ASSEMBLY
    IN CASES WHERE A WATER LINE SERVES BOTH DOMESTIC AND FIRE SERVICES, A REDUCED PRESSURE ZONE BFP IS REQUIRED.

POTABLE WATER CONSTRUCTION & DESIGN NOTES (CONT'D)

37. ALL JACK & BORES REQUIRED FOR COMMERCIAL DEVELOPMENT SHALL BE PERFORMED AT THE SOLE COST OF THE OWNER\DEVELOPER.
38. ALL C–900 DR–18 PVC PIPE REQUIREMENTS REFERENCE TO THE C–900 STANDARDS.
39. CHLORINATED WATER MUST BE DECHLORINATED PRIOR TO DISCHARGE INTO ANY JURISDICTIONAL WETLAND OR WATER BODY PER AWWA STANDARD, ANSI/AWWA C655.

POTABLE WATER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TRENCH COMPACTION TESTS AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12–INCH VERTICAL INTERVALS TO FINISHED GRADE AT A MAXIMUM HORIZONTAL SPACING OF 300 FEET.
2. ON ALL PROJECTS OTHER THAN THOSE INITIATED BY THE CITY THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. ON ALL CITY PROJECTS THE TESTING WILL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S INSPECTOR.
3. ALL POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BAC–TERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING FLUSHING THE MAINS BEFORE PRESSURE TESTING. THE CITY MA REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 AM). THE DATE AND TIME SCHEDULE FOR FLUSHING AND PIGGING MUST BE APPROVED BY THE WATER PLANT OPERATIONS. NO HOSE OR FIRE HYDRANT SHALL BE USED IN THE COLLECTION OF BACTERIOLOGICAL SAMPLES. THE SAMPLING TAP MUST BE DEDICATED, CLEAN, DISINFECTED AND FLUSHED PRIOR TO SAMPLING. SAMPLING TAP SHALL BE SMOOTH, UNTHREADED 1/2 INCH HOSE BIB. DISINFECTION AND SAMPLING SHALL BE SCHEDULED AT THE CITY'S CONVENIENCE.
4. PRESSURE TEST FOR TAPPING SADDLES AND VALVES FOR A MINIMUM OF 30 MINUTES AT 150 PSI OR 30 MINUTES AT MANUFACTURER'S RECOMMENDED TESTING PRESSURE.
5. WATERMAINS SHALL BE PRESSURE TESTED AT 150 PSI FOR 3 HOURS. TESTING SHALL BE IN ACCORDANCE WITH AWWA C–600 AND AWWA C–605 AS APPLICABLE WITH ALLOWABLE LEAKAGE TO BE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE * –GPH

AVERAGE PRESSURE TEST	NOMINAL PIPE DIAMETER – INCHES																	AVERAGE TEST PRESSURE
(PSI)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	(PSI)
450	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	450
400	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	400
350	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	350
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	300
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	275
250	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	250
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	225
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	200
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	175
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	150
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	125
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	100

*** IF THE PIPELINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.**

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

WHERE:
L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
S = LENGTH OF PIPE TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

RECLAIMED WATER CONSTRUCTION & DESIGN NOTES

1. THE UTILITIES COMMISSION SHALL BE GIVEN A MINIMUM OF THREE BUSINESS DAYS NOTICE (NOT INCLUDING HOLIDAYS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. RECLAIMED WATER SERVICE ENDINGS SHALL BE SECURED BY WIRE TO 2" X 4" PRESSURE TREATED STAKES, APPROXIMATELY 2' ABOVE GRADE OR MAY BE PLACED IN RECLAIMED WATER METER BOXES PROVIDED BY THE CONTRACTOR AT THE TIME OF FINAL INSPECTION.
4. FOR PIPE FLUSHING, PIGGING, TESTING, AND TIE–IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE WITH THE CITY REPRESENTATIVE THE DATE AND TIME, THAT MUST BE APPROVED BY WATER PLANT OPERATIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY "AS–BUILT DRAWINGS" TO THE CITY PRIOR TO ANY USE OF THE SYSTEM. **SEE CITY OF NEW SMYRNA AS–BUILT REQUIREMENTS.**
6. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH A "0" OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW–OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY A "+" SET INTO THE PAVEMENT AND PAINTED WITH PURPLE ENAMEL.
7. RECLAIMED WATER SERVICES SHALL BE LOCATED AT LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES MUST BE OFFSET, THE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2 FEET.
8. ALL RECLAIMED WATER HAND–OPERATED CONNECTIONS AND OUTLETS SHALL BE CONTAINED IN UNDER–GROUND SERVICE VAULTS AND APPROPRIATELY TAGGED OR LABELED TO WARN THE PUBLIC AND EMPLOYEES THAT THE WATER IS NOT INTENDED FOR DRINKING OR SWIMMING. ANY SIGNIFICANT IRRIGATION SITE UTILIZING RECLAIMED WATER, SUCH AS AN ATHLETIC FIELD, GOLF COURSE, PARK OR POND, IS REQUIRED TO POST A 12" x 12" RECLAIMED WATER SIGN WARNING THE PUBLIC AND EMPLOYEES THAT RECLAIMED WATER IS NOT INTENDED FOR DRINKING OR SWIMMING. THIS SIGN SHALL BE PLACED AT THE ENTRANCE TO THE SITE AND THE LOCATION OF THE PRIVATE REUSE SYSTEM. SEE 'RECLAIMED WATER IN USE' DETAIL.
9. VAULTS FOR VALVES SHALL BE LOCKED OR REQUIRE A SPECIAL TOOL FOR OPERATION.
10. A 75 FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS RECLAIMED WETTED AREAS TO PUBLIC OR PRIVATE POTABLE WATER SUPPLY WELLS.
11. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
12. ALL RECLAIMED WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
13. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS IN ACCORDANCE WITH AASHTO T–180.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TRENCH COMPACTION TESTS AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12 INCHES VERTICAL INTERVALS TO FINISH GRADE AT A MAXIMUM SPACING OF EVERY 300 FEET.
15. 3" NEUTRALIZED PIPE LOCATION TAPE SHALL BE INSTALLED 15" TO 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES, AND A SINGLE STRAND INSULATED COPPER TRACER WIRE SHALL BE ATTACHED TO ALL PVC PIPE. WIRE RUNS SHALL BE CONNECTED WITH SILICONE FILLED WIRE CONNECTORS. EACH RUN SHALL TERMINATE AT EVERY VALVE. SEE STANDARD DETAIL "MAIN VALVE BOX" FOR INSTALLATION OF WIRE ON RISER PIPE. SERVICES SHALL BE CONNECTED TO THE MAIN WIRE WITH SILICONE FILLED CONNECTORS. IT IS THE CONTRACTOR'S RESPONSIBLY TO ENSURE CONTINUITY AND TEST FOR CONTINUITY (SEE CITY SPECIFICATIONS #15049 TRACER WIRE AND ALARMING TAPE).
16. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SODR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE PURPLE IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.T.M. D1248, D3350, D2239, D2737, N.S.F.–14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1" AND 2" DIAMETERS.
17. RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE ROAD OF THE POTABLE WATER MAINS, OR AS APPROVED BY THE CITY. RECLAIMED WATER MAINS SHOULD NOT BE INSTALLED UNDER SIDEWALK.
18. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVE, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT/PROTECTIVE SLAB MAY BE USED AT THE DISCRETION OF THE UTILITIES DEPARTMENT. ALL DIP SHALL HAVE 2" PURPLE STRIPES PAINTED AT 12 O'COLCK,3 O'CLOCK, 6 O'CLOCK AND 9 O'CLOCK FOR THE FULL LENGTH OF PIPE. NON PAINTED RECLAIMED PIPE OR PIPES SHALL BE PAINTED WITH AN EPOXY PAINT (PANTONE PURPLE) TO CLEARLY MARK THE RECLAIM PIPE OR PIPES.

RECLAIMED WATER CONSTRUCTION & DESIGN NOTES (CONT'D)

19. RECLAIMED WATER MAINS SHALL BE PURPLE PVC, DR–18 AWWA CLASS C–900 OR C–905, CL 150, OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED (PAINTED PANTONE PURPLE) UNLESS APPROVED OTHERWISE BY THE CITY. ALL HORIZONTAL DIRECTIONAL DRILLS SHALL HAVE A MINIMUM WORKING PRESSURE OF 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING BASED ON SITE CONDITIONS. INSIDE DIAMETER OF HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
20. DIRECTIONAL DRILLS SHALL HAVE FUSSED MJ ADAPTERS.
21. ALL RECLAIMED WATER MAINS SHALL USE THRUST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT EBAA.COM
22. ALL FITTINGS, VALVES, ECT. SHALL BE DUCTILE IRON (MJ OR FLANGED) AND SHALL BE RESTRAINED.
23. BELL RESTRAINTS OR GRIPPER TYPE GASKETS SHALL BE USED FOR ALL RESTRAINED PIPE BELL JOINTS.
24. VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 750 FEET.
25. VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE AT ALL RECLAIMED WATER MAIN TEES AND CROSSES.
26. ALL VALVES SHALL BE ADJUSTED TO FINISH GRADE AND CAPS SHALL BE PAINTED PURPLE.
27. THE CONTRACTOR IS REQUIRED TO PIG ALL RECLAIMED WATER MAINS EQUAL TO OR GREATER THAN 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR.
28. IN AREAS WHERE RECLAIMED WATER IS AVAILABLE, RECLAIMED WATER WILL BE UTILIZED IN THE PRESSURE TESTING OF NEW NON–POTABLE WATER LINES.
29. RECLAIMED WATER MAINS SHALL NOT BE PLACED IN SERVICE UNTIL A PRESSURE TEST AT 150 PSI FOR

SITE PLAN & SUBDIVISION TESTING

A. MATERIALS:
THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

B. LABORATORY CONTROL AND CERTIFICATES:
1. SPECIFICATIONS: SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE MUST BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.
   a. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   b. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES AND ATTERBERG LIMITS.
   c. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   d. SPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
   e. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   f. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   g. ALL UNDERGROUND UTILITY TESTING TO BE COMPLETED IN ACCORDANCE WITH THE CITY'S UTILITIES DEPARTMENT DESIGN STANDARDS.

VOLUSIA COUNTY USE PERMIT NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT STANDARD PLANS INDEX 102-600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

AS-BUILT DRAWING REQUIREMENTS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT DRAWINGS.

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
2. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
3. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS ALONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
4. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE. EACH STRUCTURE SHALL BE LOCATED BY SUB-METER GPS WITH LATITUDE, LONGITUDE AND ELEVATION DATA PROVIDED.
5. STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
6. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION .
7. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES .
8. RETENTION AREAS, WETLAND CREATION/COMPENSATING STORAGE AREAS SHALL HAVE THEIR TOP-OF BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
9. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
10. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.
11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
12. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
13. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
14. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
15. CURB OUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BASELINE CONSTRUCTION WATER MAIN LINE MATERIAL SIZE, LENGTH AND DEPTH PLACED SHALL BE NOTED. LOCATIONS OF VALVES SHALL ALSO BE SHALL BE TIED TO BASELINE CONSTRUCTION. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
17. POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO BASELINE CONSTRUCTION (STA. & OFFSET). SIMILARLY, FORCE MAIN VALVES, TEES AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES. ALL VALVES AND HYDRANTS SHALL BE LOCATED BY SUB-METER GPS WITH LATITUDE, LONGITUDE AND ELEVATION DATA PROVIDED.
18. FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
20. IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHOULD PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
21. WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT.
22. REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

2.01

SECTION 2- POTABLE WATER DISTRIBUTION SYSTEM

THIS SECTION INCLUDES THE MATERIAL STANDARDS FOR PIPE, FITTINGS, VALVES AND APPURTENANCES, APPLICABLE TO POTABLE WATER DISTRIBUTION SYSTEM INSTALLATIONS. REQUIRED SPECIALTY ITEMS NOT INCLUDED UNDER THIS SECTION SHALL BE HIGH QUALITY AND CONSISTENT WITH APPROVED INDUSTRY STANDARDS.

PIPE AND FITTINGS:
ALL PIPE AND FITTINGS SHALL BE CLEARLY MARKED WITH THE NAME OR TRADEMARK OF THE MANUFACTURER, THE BATCH NUMBER, THE LOCATION OF THE PLANT AND STRENGTH DESIGNATION, AS APPLICABLE. ALL POTABLE WATER PIPES AND ABOVE GROUND CROSS CONNECTION CONTROL DEVICES SHALL BE ADEQUATELY IDENTIFIED BY THE COLOR BLUE.

CONTRACTOR SHALL FOLLOW MANUFACTURER REQUIREMENTS FOR PIPE JOINT INSERTION. IF THE UTILITIES COMMISSION INSPECTS AND SEES THAT A PIPE JOINT IS OVER INSERTED, CONTRACTOR WILL BE REQUIRED TO REMOVE AND RE-INSTALL.

A. DUCTILE IRON:

DUCTILE IRON (DL) PIPE SHALL BE IN ACCORDANCE WITH AWWA C150 AND C151. DL PIPE FITTINGS SHALL CONFORM TO AWWA STANDARD C110. DL PIPE SHALL BE INSTALLED IN ACCORDANCE WITH AWWA C600 DUCTILE IRON PIPE AND FITTINGS FOR SHALL BE CEMENT-MORTAR LINED AS SPECIFIED IN AWWA STANDARD C104. POLYETHYLENE ENCASEMENT IS REQUIRED AND SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C105.

B. POLYVINYL CHLORIDE:

POLYVINYL CHLORIDE (PVC) PIPE SHALL BE MANUFACTURED FROM CLEAN VIRGIN TYPE I, GRADE I RIGID UN-PLASTICIZED POLYVINYL CHLORIDE RESIN CONFORMING TO ASTM DESIGNATION D1784. PVC PIPE FOR POTABLE WATER USE SHALL HAVE THE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND SHALL CONFORM TO AWWA STANDARD C900 FOR 4-INCH THROUGH 12-INCH MAINS AND AWWA STANDARD C905 FOR 14-INCH AND LARGER MAINS. PVC PIPE FOR POTABLE WATER MAINS SHALL HAVE A MINIMUM DIMENSION RATIO (DR) 18.

PVC PIPE LENGTHS SHALL BE 20 FEET WITH BELL AND SPIGOT ENDS OR MECHANICAL JOINT ONLY. LUBRICATION USED FOR PIPE AND FITTING JOINTS SHALL BE NON-TOXIC AND NSF APPROVED. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE TO AWWA C605.

LEGAL DESCRIPTION:

PARCEL A

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN S74°24'21"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 04°00'52", A CHORD BEARING OF S83°21'7"E AND A CHORD DISTANCE OF 153.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.45 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°47'14"E, A DISTANCE OF 365.97 FEET; THENCE N84°11'24"E, A DISTANCE OF 301.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S05°48'36"E, A DISTANCE OF 560.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3565.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF S22°11'53"E AND A CHORD DISTANCE OF 2011.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2039.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2235.00 FEET, A CENTRAL ANGLE OF 18°20'16", A CHORD BEARING OF S29°25'03"E AND A CHORD DISTANCE OF 712.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 715.32 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S06°49'30"W ALONG SAID WEST LINE, A DISTANCE OF 936.70 FEET; THENCE CONTINUE ALONG SAID WEST LINE S16°46'21"W, A DISTANCE OF 210.37 FEET; THENCE DEPARTING SAID WEST LINE, RUN N73°13'39"W, A DISTANCE OF 108.46 FEET; THENCE S69°02'29"W, A DISTANCE OF 46.57 FEET; THENCE S77°30'33"W, A DISTANCE OF 39.93 FEET; THENCE N80°47'00"W, A DISTANCE OF 65.56 FEET; THENCE S76°05'22"W, A DISTANCE OF 151.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF N23°40'44"W AND A CHORD DISTANCE OF 185.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO THE POINT OF TANGENCY; THENCE N33°26'50"W, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF N56°12'20"W AND A CHORD DISTANCE OF 423.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE N78°57'50"W, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF N62°54'56"W AND A CHORD DISTANCE OF 189.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE N46°52'03"W, A DISTANCE OF 146.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF N40°24'07"E AND A CHORD DISTANCE OF 7.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET; THENCE DEPARTING SAID CURVE, RUN N49°08'50"W, A DISTANCE OF 60.00 FEET; THENCE N46°52'03"W, A DISTANCE OF 1087.90 FEET; THENCE N43°07'09"E, A DISTANCE OF 157.49 FEET; THENCE N46°52'51"W, A DISTANCE OF 457.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF N17°59'36"W AND A CHORD DISTANCE OF 338.16 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF N07°04'40"E AND A CHORD DISTANCE OF 113.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF N37°55'20"W AND A CHORD DISTANCE OF 65.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF TANGENCY; THENCE N79°06'22"W, A DISTANCE OF 118.87 FEET; THENCE N10°53'38"E, A DISTANCE OF 120.00 FEET; THENCE N79°06'22"W, A DISTANCE OF 107.00 FEET; THENCE N10°53'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N34°06'22"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 281.51 FEET; THENCE N06°26'06"E, A DISTANCE OF 195.20 FEET; THENCE S79°06'22"E, A DISTANCE OF 1530.02 FEET; THENCE N10°53'38"E, A DISTANCE OF 525.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE N05°51'56"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 214.980 ACRES, MORE OR LESS.

AND

PARCEL B

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S74°24'21"E, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 14°56'55", A CHORD BEARING OF S88°30'18"E AND A CHORD DISTANCE OF 569.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.38 FEET TO THE POINT OF TANGENCY; THENCE N84°01'15"E, A DISTANCE OF 15.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S05°48'36"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID WILLIAMSON BOULEVARD, A DISTANCE OF 765.67 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE DEPARING SAID EASTERLY RIGHT-OF-WAY LINE, RUN N84°41'54"E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 206, A DISTANCE OF 1274.30 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N01°05'16"W, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 777.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8396, PAGE 805; THENCE N84°45'33"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 95.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.79 FEET, A CENTRAL ANGLE OF 94°09'11", A CHORD BEARING OF S48°09'52"E AND A CHORD DISTANCE OF 102.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 114.68 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN 170.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S01°05'16"E, ALONG SAID EAST LINE, A DISTANCE OF 1993.53 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING FOUR (4) COURSES: S34°53'17"W, A DISTANCE OF 137.81 FEET; THENCE S28°19'14"W, A DISTANCE OF 518.53 FEET; THENCE S10°54'20"W, A DISTANCE OF 540.47 FEET; THENCE S06°49'30"W, A DISTANCE OF 102.21 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD; SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2365.00 FEET, A CENTRAL ANGLE OF 12°42'29", A CHORD BEARING OF N32°13'57"W AND A CHORD DISTANCE OF 523.47 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 524.55 FEET TO TH

PROPOSED SILT FENCE (TYP)

PORTION OF EXISTING DITCH TO REMAIN

WETLAND (W2) AREA NOT IMPACT: 75.12 AC

WETLAND (W2) IMPACT: 0.03 AC

EXISTING BUILDING TO BE DEMOLISHED

PROPOSED SURFACE WATER IMPACT (TYP)

WETLAND (W3) IMPACT: 0.48 AC

SCALLOP WAY

JUNONIA BLVD

SPECK WAY

ABALONE WAY

PROPOSED CONSTRUCTION ENTRANCE. SEE DETAIL ON SHEET C6.

AREA WITHIN SILT FENCE TO BE CLEARED

PROPOSED TREE PROTECTION. AREA TO REMAIN AT GRADE.

EXISTING TREES TO REMAIN

PROPOSED TREE PROTECTION. AREA TO REMAIN AT GRADE.

MATCHLINE - SEE SHEET C6

MATCHLINE - SEE SHEET C7

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF — PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

KEY MAP

C5 C6 C7 C8

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

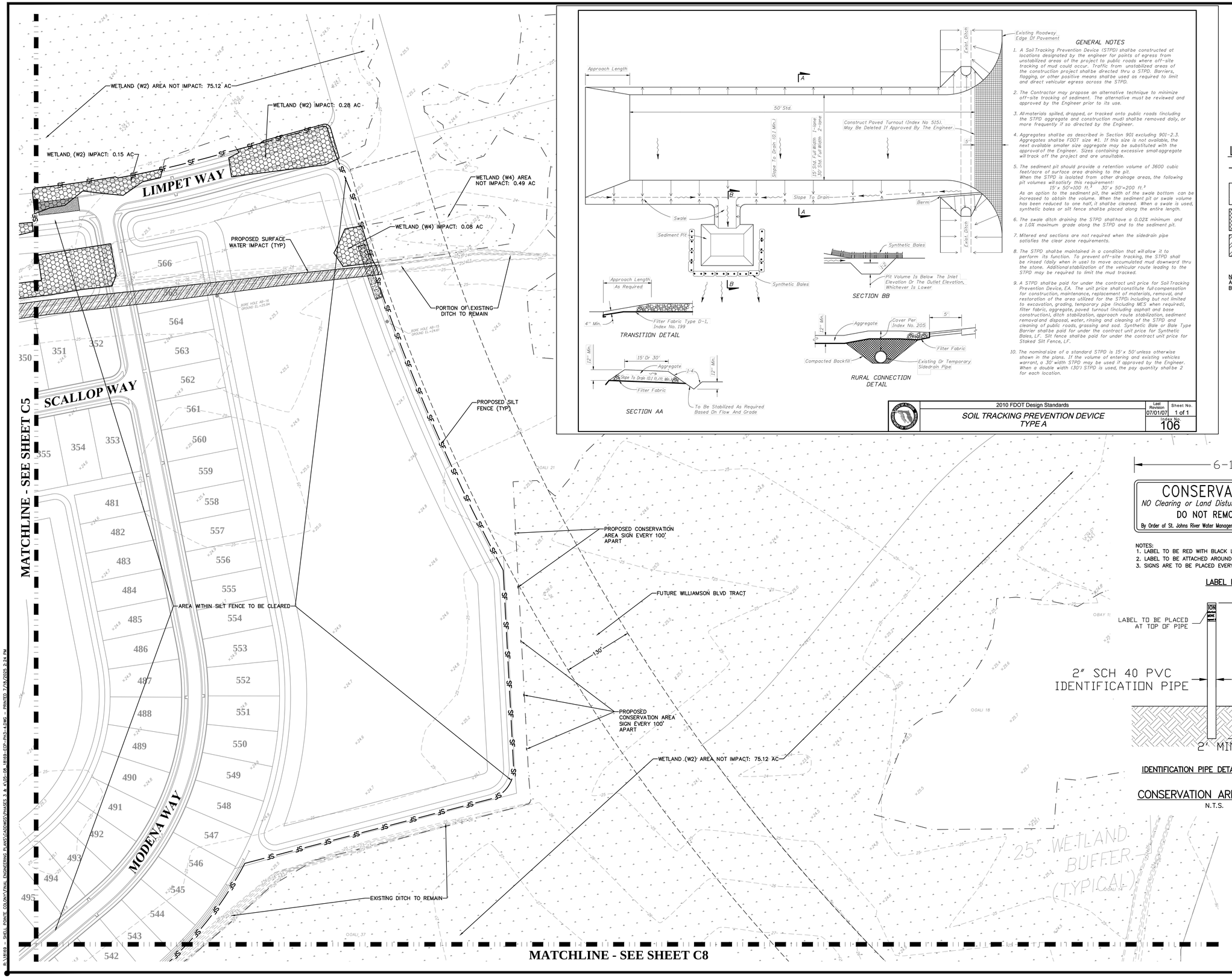
CHECKED BY: MKW

DRAWING FILE: 05-08_18169-ECP-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C5 OF 47

R:\18169 - SHELL POINTE COUNTYWIDE, ENGINEERING PLANS\CAD\DWGS\PHASES 3 & 4\05-08_18169-ECP-PH3-4.DWG - PRINTED 7/18/2025 3:24 PM



GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit.
   When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
   15' x 50'=100 ft.³ 30' x 50'=200 ft.³
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Synthetic Bale or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15'x 50' unless otherwise shown in the plans. If the volume of entering and existing vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

2010 FDOT Design Standards	Last Revision 07/01/07	Sheet No. 1 of 1
SOIL TRACKING PREVENTION DEVICE TYPE A		Index No. 106

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF —— PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

6-1/4"

CONSERVATION AREA

NO Clearing or Land Disturbance Beyond This Stake

DO NOT REMOVE THIS SIGN

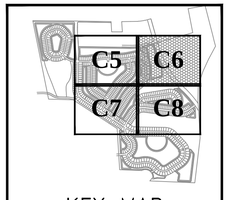
By Order of St. Johns River Water Management District and Army Corps of Engineers

NOTES:
1. LABEL TO BE RED WITH BLACK LETTERS
2. LABEL TO BE ATTACHED AROUND TOP PORTION OF IDENTIFICATION PIPE.
3. SIGNS ARE TO BE PLACED EVERY 100FT ADJACENT TO WETLANDS TO BE PRESERVED.

LABEL DETAIL

IDENTIFICATION PIPE DETAIL

CONSERVATION AREA SIGN DETAIL
N.T.S.



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KENTUCKY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 05-08_18169-ECP-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, LICENSED PROFESSIONAL ENGINEER, No 68357, STATE OF FLORIDA

Digitally signed by Melia L. Russell
DN: CN=Melia L Russell, O=Zev Cohen & Associates, Inc., OU=Not Valid Without Signature, E=mrussell@zevcohen.com, C=US
Location: Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.
Reason: I am the author of this document.
This item has been electronically signed and sealed by Melia L. Russell, P.E. using a Sha1 Authentication code.
Date: 2025.07.07 09:35:09-04'00'

MELIA L. RUSSELL P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C6 OF 47

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MATCHLINE - SEE SHEET C5

MATCHLINE - SEE SHEET C8

SPECK WAY

ABALONE WAY

MODENA WAY

JUNONIA BLVD

MONACO BLVD

PROPOSED SILT FENCE (TYP)

AREA WITHIN SILT FENCE TO BE CLEARED

PROPOSED SURFACE WATER IMPACT (TYP)

PROPOSED TURBIDITY BARRIER (TYP)

WETLAND (W5) IMPACT: 0.01 AC

EXISTING DITCH TO BE EXTENDED

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF —— PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

KEY MAP

C5 C6 C7 C8

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OSPREY BEACH, FL 32174
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CIVIL ENGINEERING
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(LC 42)
(EB 8583)

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DEMOLITION & EROSION CONTROL PLAN

VOLUSIA COUNTY, FLORIDA
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XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL
LICENSE
No. 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: cn=Melia L Russell, c=US, o=ZEV COHEN & ASSOCIATES, INC., ou=Licensed Professional Engineer, 0.9.2342.19200300.100.1.1=68357, email=mrussell@zevcohen.com
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
Reason: I am the author of this document.
Contact Info: This item has been electronically signed and sealed by Melia L. Russell, P.E. using a SHA authentication code.
Date: 2025.07.18 09:24:13 -04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C7 OF 47

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MATCHLINE - SEE SHEET C6

MATCHLINE - SEE SHEET C7

WETLAND (W2) AREA NOT IMPACT: 75.12 AC

PROPOSED SILT FENCE (TYP)

EXISTING DITCH TO REMAIN

PROPOSED TURBIDITY BARRIER (TYP)

PROPOSED SURFACE WATER IMPACT (TYP)

JEWELBOX CIRCLE

AREA WITHIN SILT FENCE TO BE CLEARED

MONACO BLVD

JUNONIA BLVD

PROPOSED TURBIDITY BARRIER (TYP)

WETLAND (W5) IMPACT: 0.01 AC

EXISTING DITCH TO BE EXTENDED

EXISTING DITCH TO REMAIN

PROPOSED SILT FENCE (TYP)

WETLAND (W5) AREA NOT IMPACT: 19.44 AC

FUTURE WILLIAMSON BLVD TRACT

130'

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF — PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

KEY MAP

C5 C6 C7 C8

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WWW.ZEVCOHEN.COM

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ARDISIA PARK
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CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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CHECKED BY: MKW

DRAWING FILE: 05-08_18169-ECP-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C8 OF 47

Digitally signed by Melia L. Russell
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Location: Printed copies of this document are not considered signed and sealed by Melia L. Russell. P.E. using a Scott
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M:\18169 - SHELL POINT CO\ACTIVE\ENGINEERING PLANS\CAD\MES\PHASES 3 & 4\05-08_18169-ECP-PH3-4.DWG - PRINTED 7/10/2025 2:53 PM



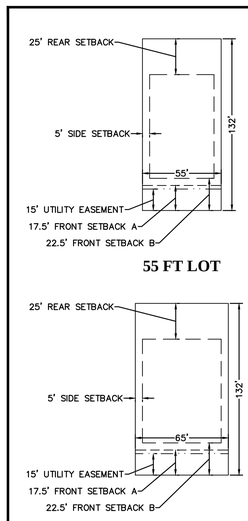
0 150 300 450 600

SCALE : 1" = 300'

LEGEND:

- EXISTING WETLANDS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE

NOTE:
1. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
2. AIR CONDITIONING UNITS TO BE SIDE YARDS, LIMITED TO ONLY ONE IN EACH SHARED SIDE YARD, WITH SOUND SCREENS PROVIDED FOR EACH A/C UNIT.



LOT DIMENSIONING NOTES:
1. 15 FT SIDE SETBACK WHEN ADJACENT TO STREETS.
2. 10 FT SIDE SETBACK WHEN LOTS HOST HALF OF A REQUIRED 20' DRAINAGE EASEMENT.
3. 5 FT SIDE SETBACK SHALL BE MEASURED TO THE EDGE OF EAVE WHEN ABUTTING ANOTHER LOT.
4. CORNER LOTS SHALL BE 15% WIDER THAN MINIMUM FRONTAGES SHOWN IN DETAILS.
5. FRONT SETBACK A – 17.5 FT FOR PORCH AND/OR LIVING AREA.
6. FRONT SETBACK B – 22.5 FT FOR GARAGE.

TYPICAL LOT LAYOUTS
NTS

RESIDENTIAL LOT BREAKDOWN

LOT WIDTH	LOT NUMBERS	LOT COUNT
55 Ft	374–566	193
65 Ft	320–373, 567–687	175
	TOTAL =	368

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OVIEDO, FLORIDA FL 32765
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO	DATE	BY	SUBMITTALS / REVISIONS
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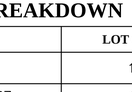
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 09_18169-ODP-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG



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DN: CN=Melia L. Russell, O=ZEV COHEN & ASSOCIATES, INC., OU=Not Valid without signature and seal, E=melia@zevcohen.com, C=US
Reason: I am the author of this document
Contact Info: This item has been electronically signed and sealed by Melia L. Russell, P.E. using a SHA authentication code.
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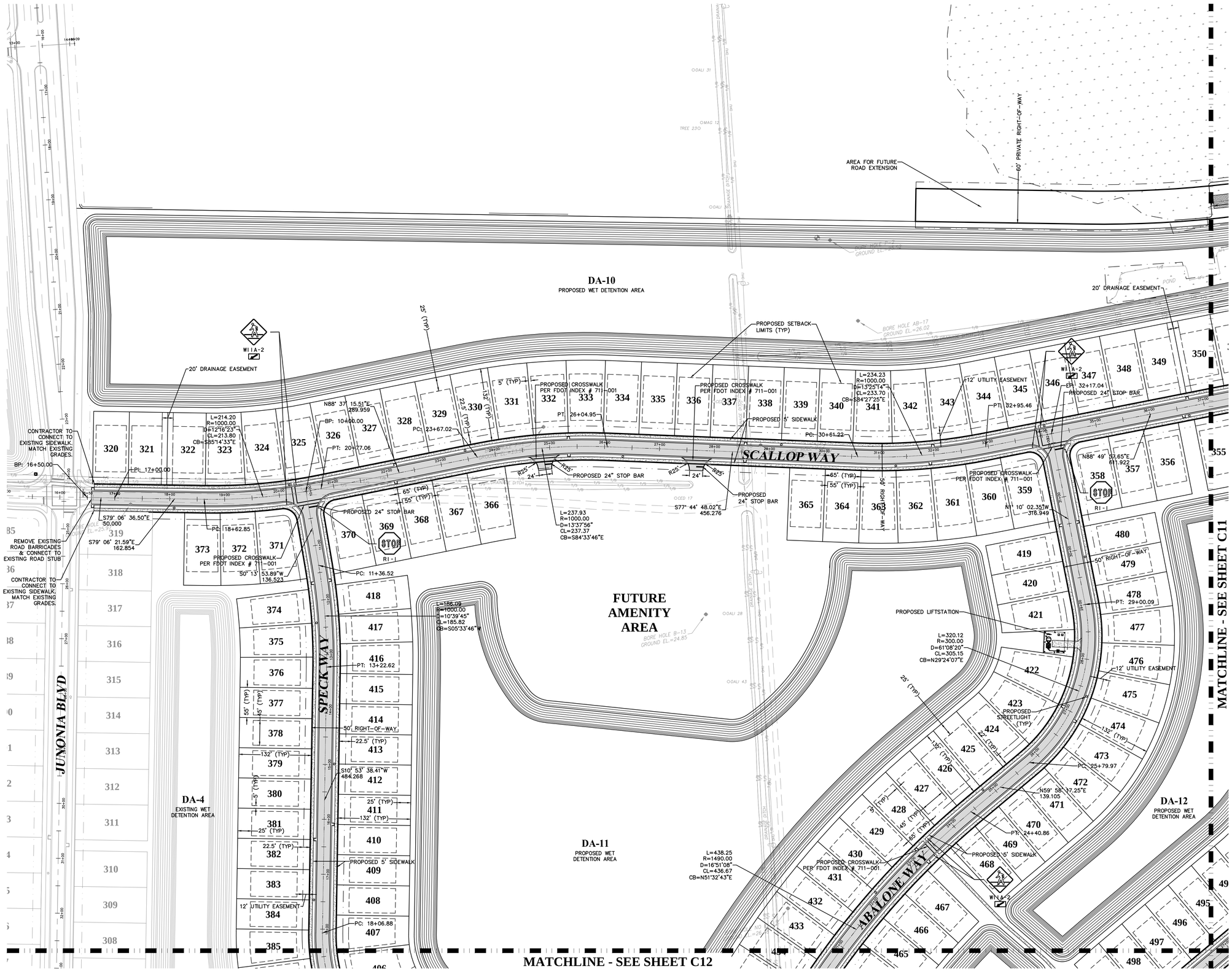
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO. 84263
NOT VALID WITHOUT SEAL

SHEET: C9 OF 47

S:\18169 – SHELL POINTE COLONY\NAL ENGINEERING PLANS\ODP\PHASES 3 & 4\09_18169–ODP–PH3-4.DWG – PRINTED: 7/18/2025 2:25 PM



0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWINGS MILLS, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4593)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 10-13_18169-GSS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

C10 C11
C12 C13

KEY MAP

MELIA L. RUSSELL P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C10 OF 47

B:\18169 - SHELL POINTE COUNTY\FINAL ENGINEERING PLANS\CAD\GSS\PHASES 3 & 4\18-13_18169-GSS-PH3-4.DWG - PRINTED: 7/18/2025 2:28 PM

PROPOSED TEMPORARY STABILIZED CRUSHED CONCRETE DRIVE
PROPOSED 8' SIDEWALK
BP: 10+00.00
PROPOSED SIDEWALK CLOSED BARRICADE
EP: 41+81.22
PT: 12+75.24
60' RIGHT-OF-WAY
R40'
PROPOSED SIDEWALK CLOSED BARRICADE
EP: 15+22.63
R40'
FUTURE CONNECTION TO WILLIAMSON BLVD EXTENSION
LIMPET WAY
PROPOSED 5' SIDEWALK
PROPOSED ROAD CLOSED BARRICADE
PROPOSED ROAD CLOSED BARRICADE
STOP
R1-1
566
565
564
PROPOSED CROSSWALK PER FDOT INDEX # 711-001
PROPOSED 24" STOP BAR (TYP)
350
351
352
563
SCALLOP WAY
EP: 39+07.38
562
PROPOSED 24" STOP BAR (TYP)
561
560
559
558
557
556
555
554
553
552
551
550
549
548
547
546
545
544
543
542
354
353
355
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
50' RIGHT-OF-WAY
N1° 10' 02.35"W 837.234
CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP)
120' EASEMENT
12' UTILITY EASEMENT
25' (TYP)
22.5' (TYP)
90' RIGHT-OF-WAY
PROPOSED STREETLIGHT (TYP)
PT: 33+43.98
PROPOSED 5' SIDEWALK
PROPOSED SETBACK LIMITS (TYP)
1.65'
1.65'
25' (TYP)
22.5' (TYP)
D=9.69°
PC: 28+10.45
N59° 58' 17.25"E 285.276
L=533.54
R=500.00
D=61°08'20"
CL=508.58
CB=N29°24'07"E
MATCHLINE - SEE SHEET C10
MATCHLINE - SEE SHEET C13
DA-13
PROPOSED WET DETENTION AREA
FUTURE WILLIAMSON BLVD EXTENSION
130'
PROPOSED CONSERVATION AREA SIGN EVERY 100' APART
PROPOSED CONSERVATION AREA SIGN EVERY 100' APART
PROPOSED CONSERVATION AREA SIGN EVERY 100' APART
BORE HOLE AB-16 GROUND EL.=25.84'
BORE HOLE AB-15 GROUND EL.=24.61'
OBAY 15
OGALI 18
OGALI 14
OGALI 37
OGALI 21
25' WETLAND BUFFER (TYPICAL)

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

C10 | C11
C12 | C13
KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OSPREY BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE & STRIPING PLAN
CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 10-13_18169-GSS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=A01410D0000018D3E65900AF000, cn=Zev Cohen and Associates, l=Unit
Reason: I am the author of this document.
Location: My location is on the University signed
Date: 2025-07-24 15:29:33-04'00'
MELIA L RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
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SHEET: C11 OF 47

R:\18169 - SHELL POINTE CO\CIVIL\ENGINEERING PLANS\CAD\GGS\PHASES 3 & 4\10-13_18169-GSS-PH3-4.DWG - PRINTED 7/18/2025 2:26 PM

MATCHLINE - SEE SHEET C10

MATCHLINE - SEE SHEET C13

DA-11
PROPOSED WET DETENTION AREA

DA-4
EXISTING WET DETENTION AREA

DA-14
PROPOSED WET DETENTION AREA

DA-15
PROPOSED WET DETENTION AREA

ABALONE WAY

SPECK WAY

MODENA WAY

JUNONIA BLVD

MONACO BLVD

20' DRAINAGE EASEMENT

PROPOSED 5' SIDEWALK

L=302.51
R=300.00
D=57°46'29"
CL=289.85
CB=S17°59'36"E

PT: 21+09.39

12' UTILITY EASEMENT

PROPOSED SETBACK LIMITS (TYP)

CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP.)

S46° 50' 50.77"E 550.302

PROPOSED 24" STOP BAR (TYP)

PROPOSED CROSSWALK PER FDOT INDEX # 711-001

EP: 26+59.69

PI: 12+00.00

N43° 07' 09.23"E 50.002

BP: 11+50.00

CONTRACTOR TO CONNECT TO EXISTING SIDEWALK. MATCH EXISTING GRADES.

CONTRACTOR TO CONNECT TO EXISTING ROAD. MATCH EXISTING GRADES.

PC: 20+02.62

N43° 07' 09.23"E 802.616

PROPOSED 5' SIDEWALK

PC: 20+60.31

PROPOSED STREETLIGHT (TYP.)

N42° 12' 54.58"E 660.312

PI: 14+00.00

N42° 12' 50.36"E 49.978

BP: 13+50.02

PC: 28+01.73

PROPOSED 8' SIDEWALK

PT: 25+35.36

N43° 07' 09.23"E 14.640

BP: 25+00.00

L=35.36
R=500.00
D=4°03'08"
CL=35.36
CB=N41°05'35"E

L=464.86
R=1500.00
D=17°45'23"
CL=463.00
CB=N51°05'36"E

PROPOSED CROSSWALK PER FDOT INDEX # 711-001

PT: 25+25.17

WIIA-2

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
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6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

KEY MAP
C10 C11
C12 C13

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OND/DAYTONA BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 0583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 10-13_18169-GSS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

Melia L. Russell LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, c=US, o=ZEV COHEN & ASSOCIATES, INC., ou=Civil, email=mrussell@zevcohen.com
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MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C12 OF 47

MATCHLINE - SEE SHEET C11

MATCHLINE - SEE SHEET C12

JEWELBOX CIRCLE

MONACO BLVD

JUNONIA BLVD

DA-16
PROPOSED WET DETENTION AREA

DA-17
PROPOSED WET DETENTION AREA

DA-18
PROPOSED WET DETENTION AREA

FUTURE WILLIAMSON BLVD TRACT

PROPOSED LIFTSTATION

PROPOSED STREETLIGHT (TYP)

PROPOSED 5' SIDEWALK

PROPOSED 6' SIDEWALK

PROPOSED SETBACK LIMITS (TYP)

PROPOSED CROSSWALK PER FDOT INDEX # 711-001

PROPOSED 24" STOP BAR (TYP)

CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP)

PROPOSED SIDEWALK CLOSED BARRICADE

PROPOSED ROAD CLOSED BARRICADE

PROPOSED TEMPORARY CUL-DE-SAC

FUTURE CONNECTION TO WILLIAMSON BLVD EXTENSION

10' DRAINAGE EASEMENT

12' UTILITY EASEMENT

PC: 10+55.86
BP: 10+00.00
PT: 14+77.98
PC: 23+19.07
PT: 27+83.55
EP: 31+30.72
PT: 33+96.34
PC: 46+24.32
PT: 49+21.85
EP: 52+10.83

L=422.11
R=256.00
D=96°44'29"
CL=373.73
CB=N42°32'53"E

L=464.48
R=250.00
D=106°27'00"
CL=400.50
CB=S35°51'22"E

L=504.61
R=450.00
D=64°14'58"
CL=478.59
CB=N75°14'38"E

L=297.53
R=400.00
D=42°37'07"
CL=290.72
CB=N86°03'34"E

S89° 04' 51.88"E
841.094

S17° 22' 07.63"W
547.176

N64° 45' 01.12"E
288.975

S72° 57' 52.37"E
1227.880

N5° 49' 22.14"W
55.864

R45'
R=R20'
R20'

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
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C10 | C11
C12 | C13
KEY MAP

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 10-13_18169-GSS-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

STATE OF FLORIDA PROFESSIONAL ENGINEER
MELIA L. RUSSELL
LICENSE No 68357

Digitally signed by Melia L. Russell
DN: c=US, o=Florida, ou=Not Valid without an active email cert, cn=Melia L. Russell
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MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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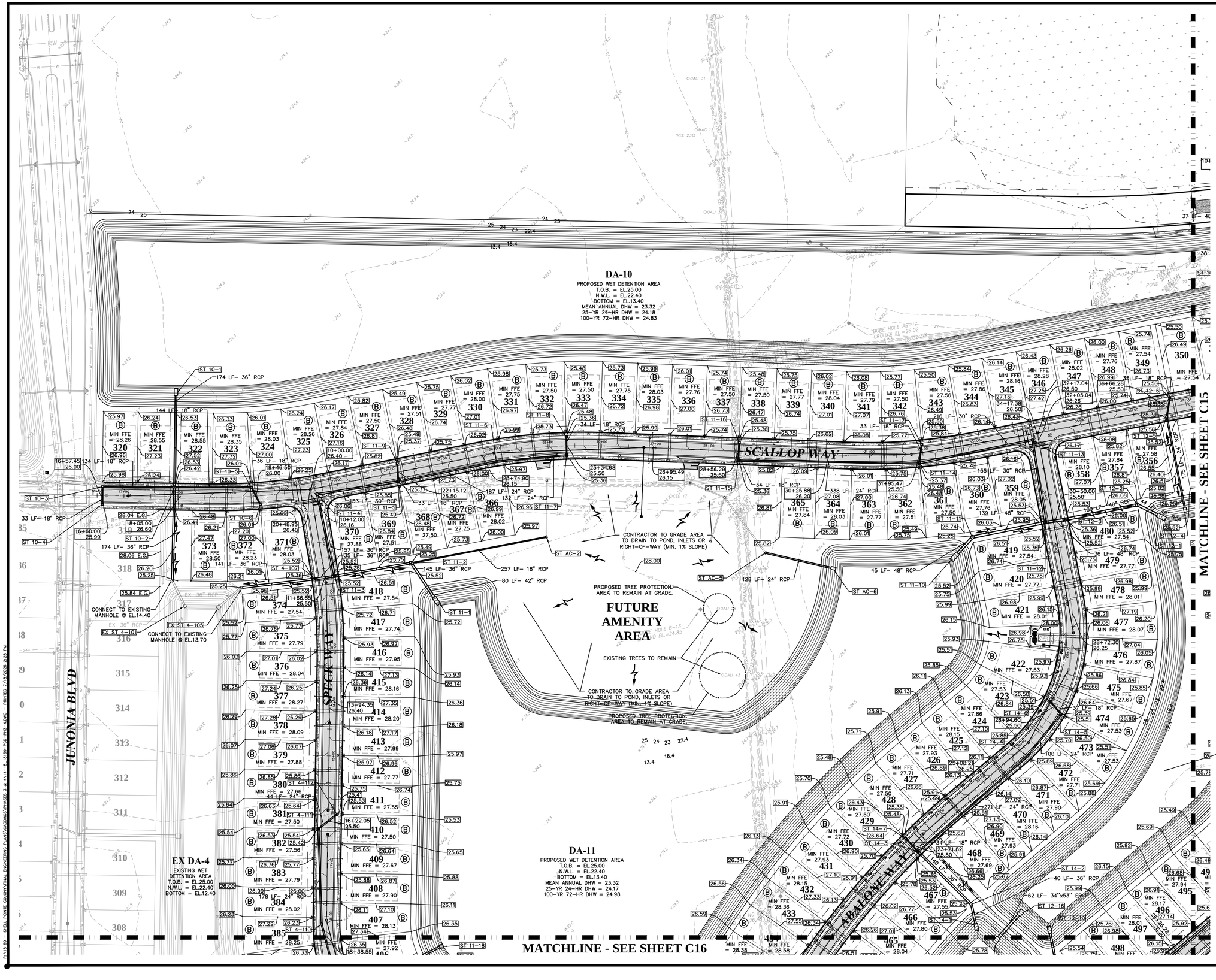
SHEET: C13 OF 47

R:\18169 - SHELL POINT CONVENTIONAL ENGINEERING PLANS\CADD\GSS\PHASES 3 & 4\10-13_18169-GSS-PH3-4.DWG - PRINTED 7/18/2025 2:20 PM


DA-10
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.13.40
MEAN ANNUAL DHW = 23.32
25-YR 24-HR DHW = 24.18
100-YR 72-HR DHW = 24.83
SCALLOP WAY
JUNONIA BLVD
SPECK WAY
ARDISIA WAY
MATCHLINE - SEE SHEET C15
MATCHLINE - SEE SHEET C16
FUTURE AMENITY AREA
EXISTING TREES TO REMAIN
CONTRACTOR TO GRADE AREA TO DRAIN TO POND, INLETS OR RIGHT-OF-WAY (MIN. 1% SLOPE)
PROPOSED TREE PROTECTION AREA TO REMAIN AT GRADE.
DA-11
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.13.40
MEAN ANNUAL DHW = 23.32
25-YR 24-HR DHW = 24.17
100-YR 72-HR DHW = 24.98
EX DA-4
EXISTING WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40
DA-12
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.00
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.32
25-YR 24-HR DHW = 24.17
100-YR 72-HR DHW = 24.95
ST 10-1
174 LF- 36" RCP
ST 10-3
ST 10-4
ST 10-2
ST 10-5
ST 10-6
ST 10-7
ST 10-8
ST 10-9
ST 10-10
ST 11-1
ST 11-2
ST 11-3
ST 11-4
ST 11-5
ST 11-6
ST 11-7
ST 11-8
ST 11-9
ST 11-10
ST 11-11
ST 11-12
ST 11-13
ST 11-14
ST 11-15
ST 11-16
ST 11-17
ST 11-18
ST AC-2
ST AC-5
ST AC-6
ST 12-1
ST 12-2
ST 12-3
ST 12-4
ST 12-5
ST 12-6
ST 12-7
ST 12-8
ST 12-9
ST 12-10
ST 4-105
ST 4-107
ST 4-109
ST 4-110
ST 4-111
ST 4-112
EX ST 4-105
EX ST 4-109
144 LF- 18" RCP
134 LF- 18" RCP
33 LF- 18" RCP
53 LF- 30" RCP
33 LF- 18" RCP
157 LF- 30" RCP
35 LF- 36" RCP
145 LF- 36" RCP
257 LF- 18" RCP
80 LF- 42" RCP
128 LF- 24" RCP
45 LF- 48" RCP
187 LF- 24" RCP
132 LF- 24" RCP
34 LF- 18" RCP
338 LF- 24" RCP
155 LF- 30" RCP
139 LF- 48" RCP
62 LF- 34"x53" ERCP
40 LF- 36" RCP
271 LF- 24" RCP
100 LF- 24" RCP
37 LF- 18" RCP
35 LF- 18" RCP
36 LF- 18" RCP
44 LF- 24" RCP
178 LF- 24" RCP
CONNECT TO EXISTING MANHOLE EL.14.40
CONNECT TO EXISTING MANHOLE EL.13.70
16+57.45
19+46.50
10+00.00
10+12.00
20+48.95
11+66.65
13+94.35
16+22.05
25+34.68
22+15.12
23+74.90
26+95.49
28+56.29
30+25.88
31+95.47
34+17.38
32+05.04
36+66.28
32+17.04
30+50.00
28+72.30
26+94.60
23+81.82
16+60.00
18+05.00
20+48.95
11+66.65
13+94.35
16+22.05
18+38.55
MIN FFE = 28.26
MIN FFE = 28.55
MIN FFE = 28.55
MIN FFE = 28.35
MIN FFE = 28.03
MIN FFE = 28.24
MIN FFE = 27.84
MIN FFE = 27.50
MIN FFE = 27.51
MIN FFE = 27.75
MIN FFE = 27.77
MIN FFE = 28.00
MIN FFE = 27.75
MIN FFE = 27.76
MIN FFE = 27.50
MIN FFE = 27.50
MIN FFE = 27.50
MIN FFE = 27.56
MIN FFE = 27.86
MIN FFE = 28.16
MIN FFE = 28.28
MIN FFE = 28.02
MIN FFE = 27.76
MIN FFE = 27.54
MIN FFE = 27.54
MIN FFE = 27.77
MIN FFE = 28.01
MIN FFE = 28.07
MIN FFE = 27.87
MIN FFE = 27.67
MIN FFE = 27.53
MIN FFE = 27.58
MIN FFE = 27.84
MIN FFE = 28.10
MIN FFE = 27.94
MIN FFE = 28.17
MIN FFE = 28.01
MIN FFE = 27.80
MIN FFE = 28.04
MIN FFE = 27.55
MIN FFE = 27.69
MIN FFE = 27.93
MIN FFE = 27.90
MIN FFE = 28.16
MIN FFE = 27.71
MIN FFE = 27.72
MIN FFE = 27.93
MIN FFE = 28.15
MIN FFE = 28.36
MIN FFE = 28.38
MIN FFE = 28.58
MIN FFE = 27.92
MIN FFE = 28.13
MIN FFE = 27.90
MIN FFE = 27.67
MIN FFE = 27.55
MIN FFE = 27.50
MIN FFE = 27.56
MIN FFE = 27.79
MIN FFE = 28.03
MIN FFE = 28.23
MIN FFE = 28.50
MIN FFE = 28.09
MIN FFE = 28.04
MIN FFE = 27.79
MIN FFE = 27.54
MIN FFE = 27.74
MIN FFE = 27.77
MIN FFE = 27.55
MIN FFE = 27.53
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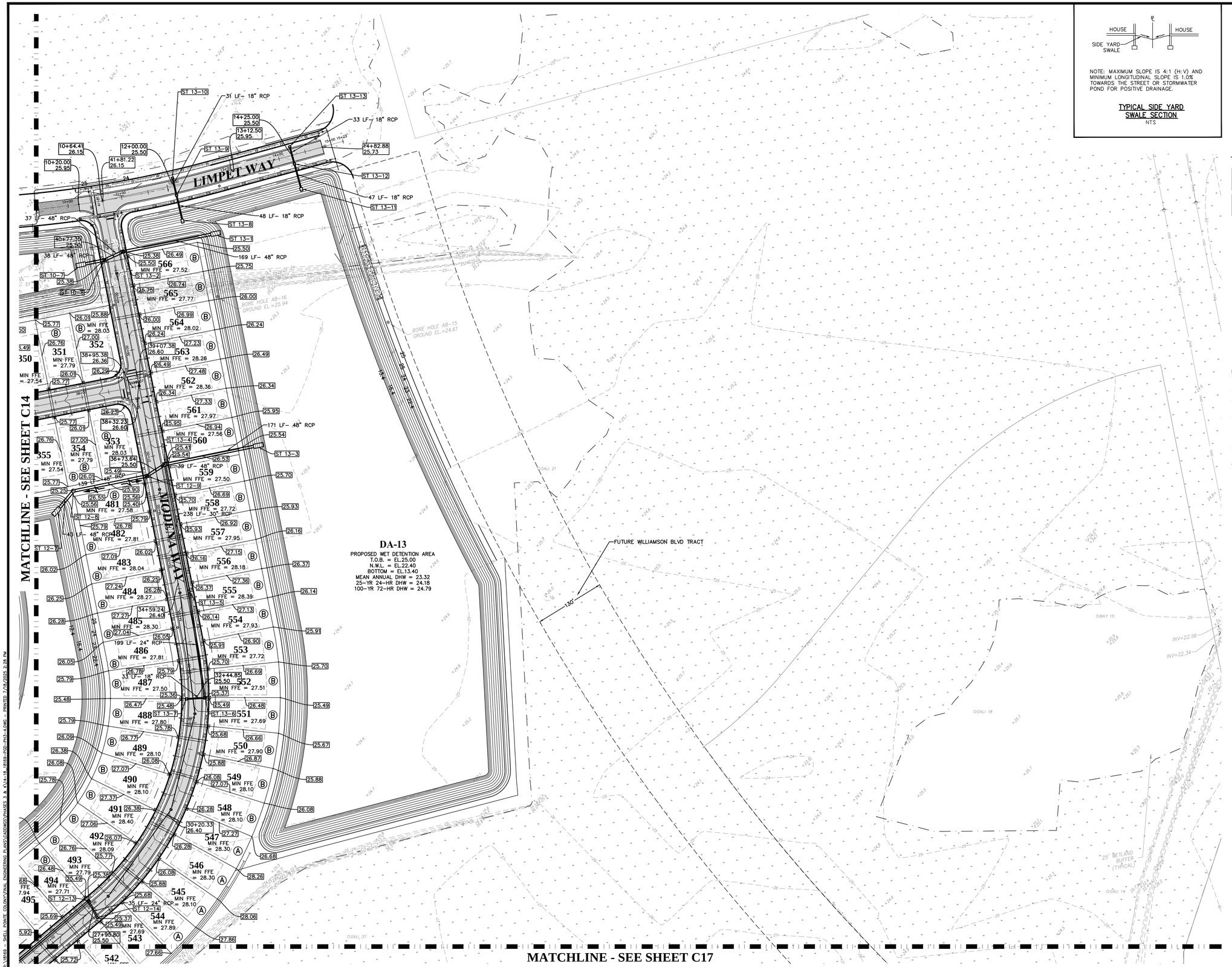
MIN FFE = 27.53



NOTE: MAXIMUM SLOPE IS 4:1 (H:V) AND MINIMUM LONGITUDINAL SLOPE IS 1.0% TOWARDS THE STREET OR STORMWATER POND FOR POSITIVE DRAINAGE.

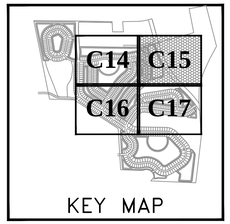
TYPICAL SIDE YARD SWALE SECTION
NTS

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- (A) — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C18 FOR STORMWATER STRUCTURE TABLES.
2. SEE THIS SHEET FOR TYPICAL SIDE YARD SWALE SECTION.
3. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
4. FINISH FLOOR ELEVATION (FFE) OF THE LOTS SHALL BE MINIMUM 12 INCHES ABOVE ADJACENT ROAD CROWN AND MINIMUM 24 INCHES ABOVE THE STORMWATER POND 100-YEAR STORM EVENT.
5. MINIMUM LOT GRADING SLOPE IS 1.0% AND MUST BE DIRECTED TOWARD THE STREETS OR STORMWATER PONDS FOR POSITIVE DRAINAGE.
6. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT
7. ALL PEDESTRIAN CROSS WALK AREAS MUST MEET ADA GRADING REQUIREMENTS, CROSS-SLOPE MUST BE LESS THAN 2% AND LONGITUDINAL SLOPE (RUNNING SLOPE) MUST BE LESS THAN 5%.



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL
LICENSE
No 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Melia L. Russell
DN: c=US, o=Florida, cn=Melia L. Russell, 0.9.2342.19200300.100.1.1=68357
Reason: I am the author of this document.
Location: You may verify the authenticity of this document at www.verifypdfsignature.com
Date: 2025.07.24 10:26:36 -04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C15 OF 47

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LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
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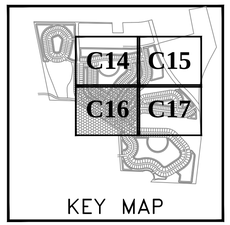

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303 | 270.683.1460
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-9583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG



Digitally signed by Melia L. Russell
DN: CN=Melia L. Russell, O=ZEV COHEN & ASSOCIATES, INC., OU=Not Valid without signature, E=mlr@zevcohen.com, C=US
Date: 2025.07.25 09:36:34-04'00'

I HEREBY CERTIFY that I am the author of this document. Contact Info: This item has been electronically signed and sealed by Melia L. Russell, P.E. using a .pfx authentication code.

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C16 OF 47

S:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CAD\PH3 PHASES 3 & 4\14-18_18169-PGD-PH3-4.DWG - PRINTED: 7/28/2025 2:29 PM

MATCHLINE - SEE SHEET C15

MATCHLINE - SEE SHEET C16

FUTURE WILLIAMSON BLVD TRACT

JEWEL BOX CIRCLE

MONACO BLVD

JUNONIA BLVD

CONTRACTOR TO GRADE OPEN SPACE AREA TO DRAIN TO ROADWAY

DA-16
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.25
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.43
25-YR 24-HR DHW = 24.33
100-YR 72-HR DHW = 25.04

DA-17
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.25
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.44
25-YR 24-HR DHW = 24.33
100-YR 72-HR DHW = 25.10

DA-18
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.25
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.44
25-YR 24-HR DHW = 24.32
100-YR 72-HR DHW = 25.11

AREA WITHIN SILT FENCE TO BE CLEARED

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- (A) PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C18 FOR STORMWATER STRUCTURE TABLES.
2. SEE SHEET C15 FOR TYPICAL SIDE YARD SWALE SECTION.
3. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
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KEY MAP
C14 C15
C16 C17

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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(LC 42)
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

STATE OF FLORIDA — MELIA L. RUSSELL — LICENSED PROFESSIONAL ENGINEER — No 68357

Digitally signed by Melia L. Russell
DN: CN=Melia L. Russell, C=US, O=Zev Cohen & Associates, Inc., OU=Civil, E=mrussell@zevcohen.com
Reason: I am the author of this document.
Location: Printed copies of this document are not considered signed and sealed and the electronic authentication code must be verified on any electronic copies.
Date: 2025.07.07 20:35:49-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C17 OF 47

G:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\PS\PHASES 3 & 4\14-18_18169-PGD-PH3-4.DWG — PRINTED: 7/18/2025 2:29 PM

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-15A	TYPE H INLET (2 OR 3 GRATES) – INDEX NO. 425-052	25.50	22.10 (SW) 24"x38" ERCP
ST-1	MES (24" X 38") – INDEX NO. 430-021	–	23.00 (NW) 24"x38" ERCP
ST-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	27.00	22.95 (SE) 24"x38" ERCP 22.95 (NW) 24"x38" ERCP
ST-3	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.98	22.60 (SE) 24"x38" ERCP 22.60 (NW) 24"x38" ERCP
ST-4	MANHOLE (84" DIA.) – INDEX NO. 425-001	26.60	22.00 (SE) 24"x38" ERCP 22.00 (NE) 24"x38" ERCP
ST 4-107	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.85 (E) 36" RCP 14.40 (W) 36" RCP
ST 4-110	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.12	18.10 (N) 24" RCP 18.10 (S) 24" RCP
ST 4-111	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	19.80 (NE) 24" RCP 19.00 (S) 24" RCP
ST 4-112	TYPE C INLET – INDEX NO. 425-052	25.25	20.00 (SW) 24" RCP
ST 4-113	TYPE C INLET – INDEX NO. 425-052	25.25	16.30 (E) 18" RCP 16.30 (N) 24" RCP
ST 4-114	TYPE C INLET – INDEX NO. 425-052	25.25	16.50 (W) 18" RCP
ST 4-115	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.34	19.35 (NE) 24"x38" ERCP 18.20 (SW) 42" RCP 18.20 (NW) 19"x30" ERCP
ST 4-116	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.40 (SE) 24" RCP 20.25 (SW) 24"x38" ERCP
ST 4-117	TYPE C INLET – INDEX NO. 425-052	25.25	20.55 (NW) 24" RCP
ST 4-118	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.10 (NE) 18" RCP 19.00 (SE) 19"x30" ERCP
ST 4-119	TYPE C INLET – INDEX NO. 425-052	25.25	20.25 (SW) 18" RCP
ST 10-1	MES (36") – INDEX NO. 430-021	19.23	15.90 (S) 36" RCP
ST 10-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.38	16.50 (N) 36" RCP 15.00 (S) 36" RCP 19.50 (W) 18" RCP 19.55 (E) 18" RCP
ST 10-3	TYPE C INLET – INDEX NO. 425-052	–	20.90 (S) 18" RCP 20.00 (E) 18" RCP
ST 10-4	TYPE C INLET – INDEX NO. 425-052	–	21.00 (N) 18" RCP
ST 10-5	TYPE C INLET – INDEX NO. 425-052	25.50	21.90 (S) 18" RCP 20.00 (W) 18" RCP
ST 10-6	TYPE C INLET – INDEX NO. 425-052	25.50	22.00 (N) 18" RCP
ST 10-7	MES (48") – INDEX NO. 430-021	19.82	15.40 (E) 48" RCP
ST 10-8	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	18.25 (E) 48" RCP 15.70 (W) 48" RCP
ST 11-1	MES (42") – INDEX NO. 430-021	18.28	14.40 (NW) 42" RCP
ST 11-2	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.55 (W) 36" RCP 14.55 (SE) 42" RCP 18.00 (E) 18" RCP
ST 11-3	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.00 (W) 36" RCP 15.00 (E) 36" RCP 16.40 (N) 30" RCP
ST 11-4	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.12	17.55 (E) 30" RCP 17.25 (S) 30" RCP
ST 11-5	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (N) 18" RCP 18.35 (W) 30" RCP 18.35 (E) 24" RCP
ST 11-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.86	19.30 (E) 24" RCP 19.30 (W) 24" RCP
ST 11-7	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	–	20.35 (N) 18" RCP 20.00 (W) 24" RCP
ST 11-8	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-9	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-10	MES (48") – INDEX NO. 430-021	19.88	15.40 (NE) 48" RCP
ST 11-11	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.50 (SW) 48" RCP 15.50 (E) 48" RCP
ST 11-12	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.90 (E) 48" RCP 15.90 (W) 48" RCP 16.60 (N) 30" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 11-13	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.23	18.30 (W) 30" RCP 17.00 (S) 30" RCP
ST 11-14	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (N) 18" RCP 18.95 (W) 24" RCP 18.95 (E) 30" RCP
ST 11-15	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (N) 18" RCP 20.00 (E) 24" RCP
ST 11-16	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-17	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-18	MES (36") – INDEX NO. 430-021	–	13.40 (W) 36" RCP
ST 12-1	MES (48") – INDEX NO. 430-021	–	15.40 (NW) 48" RCP
ST 12-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.60 (W) 48" RCP 15.60 (SE) 48" RCP
ST 12-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.00 (W) 48" RCP 16.00 (E) 48" RCP
ST 12-4	MES (24") – INDEX NO. 430-021	–	17.10 (N) 24" RCP
ST 12-5	TYPE C INLET – INDEX NO. 425-052	25.25	20.30 (N) 18" RCP 18.00 (S) 24" RCP
ST 12-6	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 12-7	MES (48") – INDEX NO. 430-021	20.28	15.90 (NE) 48" RCP
ST 12-8	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	16.05 (SW) 48" RCP 16.05 (E) 48" RCP
ST 12-9	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	18.00 (NE) 48" RCP 15.65 (W) 48" RCP
ST 12-10	MES (36") – INDEX NO. 430-021	–	14.40 (S) 36" RCP
ST 12-11	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.50	14.60 (SE) 36" RCP 14.60 (N) 36" RCP
ST 12-12	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.00 (SE) 18" RCP 15.00 (NW) 36" RCP 15.00 (NE) 30" RCP
ST 12-13	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.00 (S) 24" RCP 16.00 (SW) 30" RCP
ST 12-14	TYPE C INLET – INDEX NO. 425-052	25.25	16.15 (N) 24" RCP
ST 12-15	TYPE C INLET – INDEX NO. 425-052	25.25	20.15 (NW) 18" RCP
ST 12-16	MES (34" X 53") – INDEX NO. 430-021	–	17.40 (SW) 34"x53" ERCP
ST 13-1	MES (48") – INDEX NO. 430-021	–	15.40 (W) 48" RCP
ST 13-2	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	18.40 (W) 48" RCP 15.90 (E) 48" RCP
ST 13-3	MES (48") – INDEX NO. 430-021	–	15.00 (W) 48" RCP
ST 13-4	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	17.85 (SW) 48" RCP 15.50 (E) 48" RCP 17.80 (S) 30" RCP
ST 13-5	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.14	19.00 (S) 24" RCP 19.00 (N) 30" RCP
ST 13-6	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.30 (W) 18" RCP 20.00 (N) 24" RCP
ST 13-7	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (E) 18" RCP
ST 13-8	MES (18") – INDEX NO. 430-021	–	17.90 (N) 18" RCP
ST 13-9	TYPE C INLET – INDEX NO. 425-052	25.25	20.35 (N) 18" RCP 18.15 (S) 18" RCP
ST 13-10	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 13-11	MES (18") – INDEX NO. 430-021	–	17.90 (N) 18" RCP
ST 13-12	TYPE C INLET – INDEX NO. 425-052	25.25	20.35 (N) 18" RCP 18.15 (S) 18" RCP
ST 13-13	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 14-1	MES (36") – INDEX NO. 430-021	–	16.90 (N) 36" RCP
ST 14-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.50	17.10 (NW) 36" RCP 17.10 (S) 36" RCP
ST 14-3	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	19.80 (NW) 18" RCP 17.50 (SE) 36" RCP 18.90 (NE) 24" RCP
ST 14-4	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.73	19.70 (NE) 24" RCP 19.70 (SW) 24" RCP
ST 14-5	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (NW) 18" RCP 20.00 (SW) 24" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 14-6	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (SE) 18" RCP
ST 14-7	TYPE C INLET – INDEX NO. 425-052	25.25	20.00 (SE) 18" RCP
ST 14-8	MES (48") – INDEX NO. 430-021	–	16.00 (W) 48" RCP
ST 14-9	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	16.15 (NW) 48" RCP 16.15 (E) 48" RCP
ST 14-10	MES (48") – INDEX NO. 430-021	–	13.40 (SE) 48" RCP
ST 14-11	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.00 (SE) 48" RCP 17.75 (SW) 24" RCP 14.00 (NW) 48" RCP
ST 14-12	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.40	18.60 (NE) 24" RCP 18.60 (SW) 24" RCP
ST 14-13	TYPE C INLET – INDEX NO. 425-052	25.25	20.40 (SE) 18" RCP 19.50 (NE) 24" RCP
ST 14-14	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (NW) 18" RCP
ST 14-15	MES (34" X 53") – INDEX NO. 430-021	–	17.40 (NE) 34"x53" ERCP
ST 15-1	MES (48") – INDEX NO. 430-021	–	13.40 (NW) 48" RCP
ST 15-2	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.15 (NW) 48" RCP 14.15 (SE) 48" RCP
ST 15-3	MES (36") – INDEX NO. 430-021	–	16.40 (SE) 36" RCP
ST 15-4	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.85 (SE) 24" RCP 17.80 (SW) 30" RCP 16.85 (NW) 36" RCP
ST 15-5	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.15	18.40 (NE) 30" RCP 18.40 (SW) 30" RCP
ST 15-6	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	21.10 (SE) 18" RCP 19.00 (NE) 30" RCP
ST 15-7	TYPE C INLET – INDEX NO. 425-052	25.25	21.25 (NW) 18" RCP
ST 15-8	TYPE C INLET – INDEX NO. 425-052	25.25	17.00 (NW) 24" RCP
ST 15-9	MES (48") – INDEX NO. 430-021	–	14.75 (SE) 48" RCP
ST 15-10	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	14.90 (SE) 48" RCP 14.90 (NW) 48" RCP
ST 15-11	MANHOLE (84" DIA.) – INDEX NO. 425-001	25.74	15.35 (NW) 48" RCP 18.20 (E) 48" RCP 15.35 (SW) 48" RCP
ST 15-12	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.22	18.55 (E) 30" RCP 18.55 (W) 48" RCP
ST 15-13	TYPE E INLET RISER WITH TYPE J BOTTOM	25.25	20.35 (S) 24" RCP 19.50 (W) 30" RCP
ST 15-14	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (N) 24" RCP
ST 16-1	MES (48") – INDEX NO. 430-021	–	14.40 (W) 48" RCP
ST 16-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	15.05 (W) 48" RCP 15.05 (E) 48" RCP
ST 16-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.60 (E) 48" RCP 15.60 (NW) 48" RCP
ST 16-4	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.75 (SE) 48" RCP 15.75 (NE) 48" RCP
ST 16-5	MES (48") – INDEX NO. 430-021	–	15.40 (S) 48" RCP
ST 16-6	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	20.35 (S) 24" RCP 17.80 (E) 30" RCP 18.20 (W) 30" RCP 16.00 (N) 48" RCP
ST 16-7	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	19.80 (SW) 24" RCP 19.50 (E) 30" RCP
ST 16-8	TYPE C INLET – INDEX NO. 425-052	26.00	20.00 (NE) 24" RCP
ST 16-9	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	20.90 (S) 24" RCP 19.00 (W) 30" RCP
ST 16-10	TYPE C INLET – INDEX NO. 425-052	26.00	21.00 (N) 24" RCP
ST 16-11	TYPE C INLET – INDEX NO. 425-052	26.00	20.50 (N) 24" RCP
ST 16-12	MES (48") – INDEX NO. 430-021	–	15.40 (SE) 48" RCP
ST 16-13	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.55 (NW) 48" RCP 15.55 (E) 48" RCP
ST 16-14	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.00 (W) 48" RCP 16.00 (E) 48" RCP
ST 17-1	MES (48") – INDEX NO. 430-021	–	15.40 (SW) 48" RCP
ST 17-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.60 (W) 48" RCP 15.60 (NE) 48" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 17-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.15 (W) 48" RCP 16.15 (E) 48" RCP 16.15 (N) 42" RCP
ST 17-4	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.01	16.80 (N) 36" RCP 16.80 (S) 42" RCP
ST 17-5	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.24	17.20 (NW) 30" RCP 17.20 (S) 36" RCP
ST 17-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.71	17.65 (NW) 30" RCP 17.65 (SE) 30" RCP
ST 17-7	TYPE E INLET RISER WITH TYPE J BOTTOM	25.25	21.60 (S) 19"x30" ERCP 18.00 (SE) 30" RCP
ST 17-8	TYPE C INLET – INDEX NO. 425-052	25.25	21.75 (N) 19"x30" ERCP
ST 17-9	MES (48") – INDEX NO. 430-021	–	15.40 (S) 48" RCP
ST 17-10	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	15.65 (N) 48" RCP 15.65 (S) 48" RCP
ST 18-1	MES (48") – INDEX NO. 430-021	–	14.40 (NE) 48" RCP
ST 18-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	14.65 (NW) 48" RCP 14.65 (SW) 48" RCP
ST 18-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	15.75 (N) 48" RCP 15.30 (SE) 48" RCP 16.55 (W) 30" RCP
ST 18-4	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.87	17.20 (W) 24" RCP 17.20 (E) 30" RCP
ST 18-5	TYPE C INLET – INDEX NO. 425-052	26.00	17.65 (N) 18" RCP 17.65 (E) 24" RCP
ST 18-6	TYPE C INLET – INDEX NO. 425-052	26.00	17.75 (S) 18" RCP
ST AC-1	TYPE C INLET – INDEX NO. 425-052	25.00	20.00 (S) 18" RCP
ST AC-2	TYPE C INLET – INDEX NO. 425-052	25.00	19.40 (W) 18" RCP
ST AC-3	TYPE C INLET – INDEX NO. 425-052	25.00	20.00 (SE) 18" RCP
ST AC-4	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	24.50	19.50 (NW) 18" RCP 19.50 (SE) 24" RCP 19.50 (SW) 18" RCP
ST AC-5	TYPE C INLET – INDEX NO. 425-052	24.50	18.80 (NW) 24" RCP 18.80 (SE) 24" RCP
ST AC-6	MES (24") – INDEX NO. 430-021	–	18.10 (NW) 24" RCP
ST AC-7	TYPE C INLET – INDEX NO. 425-052	24.50	20.00 (NE) 18" RCP

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS STORMWATER STRUCTURE TABLES

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

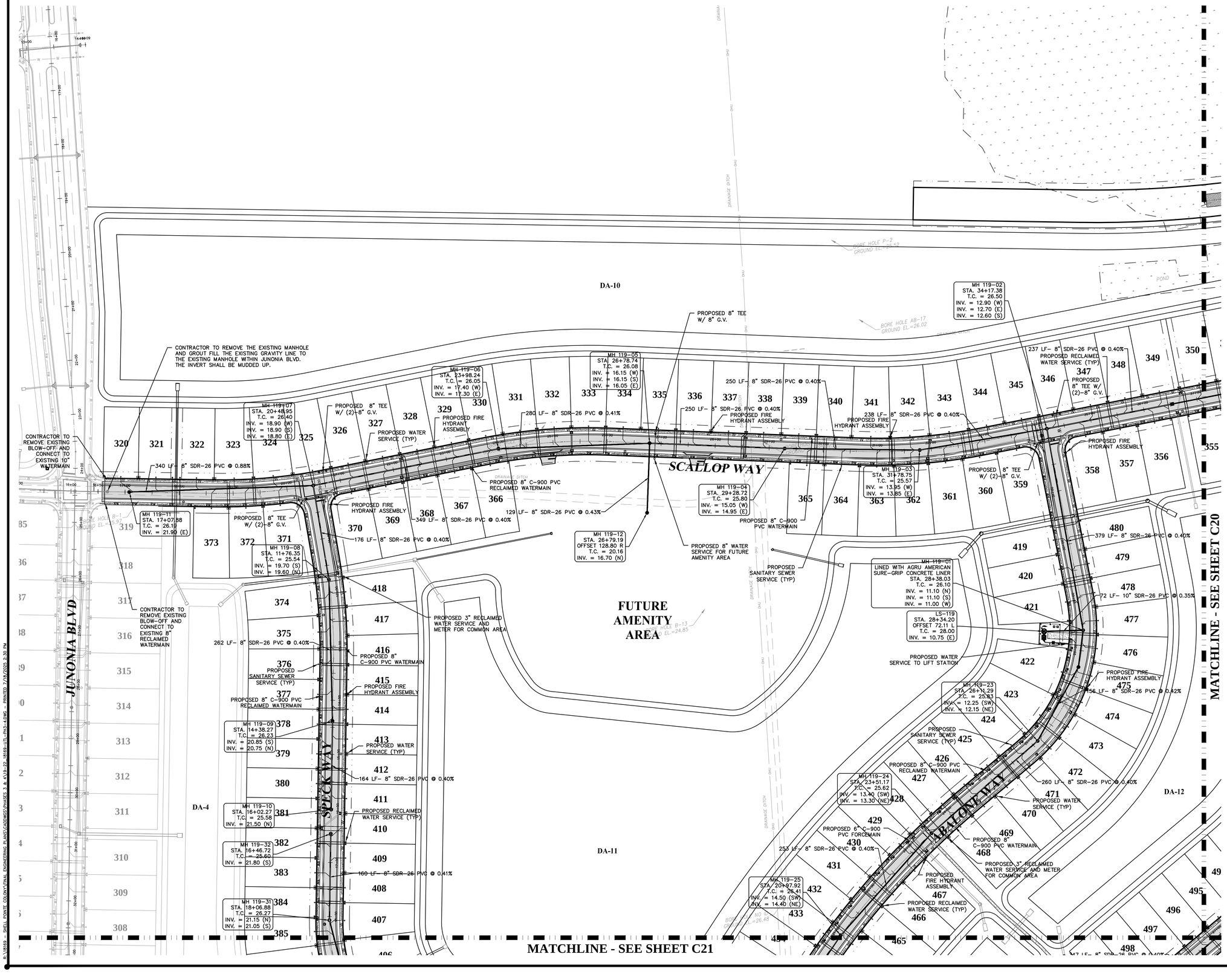
PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 14-18_18169-PGD-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C18 OF 47

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADDWGS\PHASES 3 & 4\14-18_18169-PGD-PH3-4.DWG - PRINTED 7/18/2025 2:29 PM



0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

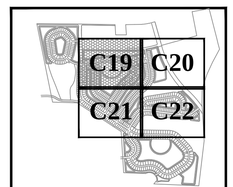
NO.	DATE	BY	SUBMITTALS/ REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 19-22_18169-UTL-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG



KEY MAP

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C19 OF 47

R:\18169 — SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADD\SURVEY\PHASES 3 & 4\19-22_18169-UTL-PH3-4.DWG — PRINTED 7/16/2025 2:30 PM

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

PROPOSED 12" TEE & (3)-12" G.V.

MH 119-21A
T.C. = 26.15
INV. = 16.50 E
INV. = 16.40 S

212 LF- 8" SDR-26 PVC @ 0.40%

PROPOSED 12" C-900 PVC WATERMAIN

212 LF- 8" SDR-26 PVC @ 0.40%

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

MH 119-21C
T.C. = 25.75
INV. = 18.30 W

LIMPET WAY

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

MH 119-21B
T.C. = 25.80
INV. = 17.45 E
INV. = 17.35 W

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 12" TEE & (2)-12" G.V.

137 LF- 8" SDR-26 PVC @ 0.40%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 3" RECLAIMED WATER SERVICE AND METER FOR COMMON AREA

DA-10

566

565

DRAINAGE DITCH

MH 119-21
STA. 40+44.55
T.C. = 25.65
INV. = 15.85 (N)
INV. = 15.75 (S)

BORE HOLE AB-16
GROUND EL.=25.94

212 LF- 8" SDR-26 PVC @ 0.40%

564

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12" TEE W/ 12"X8" REDUCER, 12" G.V. & 8" G.V.

MH 119-14
STA. 38+32.23
T.C. = 26.60
INV. = 14.90 (N)
INV. = 14.90 (S)
INV. = 14.80 (W)

351 352 350

SCALLOP WAY

563

562

PROPOSED 12" TEE W/ 12"X8" REDUCER, 12" G.V. & 8" G.V.

BORE HOLE AB-15
GROUND EL.=24.61

561

195 LF- 8" SDR-26 PVC @ 0.41%

354 353 355

560

559

MH 119-15
STA. 36+37.23
T.C. = 25.65
INV. = 15.80 (S)
INV. = 15.70 (N)

481

558

482

195 LF- 8" SDR-26 PVC @ 0.41%

557

PROPOSED WATER SERVICE (TYP)

DA-13

483

PROPOSED FIRE HYDRANT ASSEMBLY

556

MH 119-16
STA. 34+42.20
T.C. = 26.33
INV. = 16.70 (S)
INV. = 16.60 (N)

484

555

485

554

225 LF- 8" SDR-26 PVC @ 0.40%

486

PROPOSED 12" C-900 PVC WATERMAIN

553

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

487

552

DA-12

MH 119-17
STA. 32+16.28
T.C. = 25.61
INV. = 17.70 (SW)
INV. = 17.60 (N)

488

551

PROPOSED SANITARY SEWER SERVICE (TYP)

489

550

PROPOSED FIRE HYDRANT ASSEMBLY

183 LF- 8" SDR-26 PVC @ 0.41%

490

549

MH 119-18
STA. 30+32.73
T.C. = 26.35
INV. = 18.55 (SW)
INV. = 18.45 (NE)

491

548

492

547

PROPOSED RECLAIMED WATER SERVICE (TYP)

493

198 LF- 8" SDR-26 PVC @ 0.40%

546

494

545

495

544

MH 119-19
STA. 28+33.32
T.C. = 25.65
INV. = 19.45 (SW)
INV. = 19.35 (NE)

PROPOSED FIRE HYDRANT ASSEMBLY

543

542

5%

MATCHLINE - SEE SHEET C19

MATCHLINE - SEE SHEET C22

FUTURE WILLIAMSON BLVD TRACT

130'

25' WETLAND BUFFER (TYPICAL)

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- ⊗ PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

C19 C20
C21 C22

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OSPREY, FLORIDA 34229
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 19-22_18169-UTL-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=A01410D0000018D3E6550A00FF05, cn=Melia Lorraine Russell
Reason: I am the author of this document
Location: Contractor's Licensing Data Base
Contact Info: The email has been sent to the user's primary email address. Please verify using a trusted authenticator (app)
Date: 2025-07-24 15:39:54 -04'00'

MELIA L RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C20 OF 47

R:\18169 - SHELL POINTE CONVENTIONAL ENGINEERING PLANS\CAD\ENGPHASES 3 & 4\19-22_18169-UTL-PH3-4.DWG - PRINTED 7/18/2025 3:30 PM

MATCHLINE - SEE SHEET C19

MATCHLINE - SEE SHEET C22

DA-4 DA-11 DA-14 DA-15

ARAGONE WAY

SPECK WAY

MODENA WAY

MONACO BLVD

JUNONIA BLVD

PROPOSED FIRE HYDRANT ASSEMBLY

161 LF– 8" SDR–26 PVC @ 0.40%

146 LF– 8" SDR–26 PVC @ 0.41%

MH 119–30
STA. 19+69.83
T.C. = 25.85
INV. = 20.40 (N)
INV. = 20.30 (SE)

PROPOSED 8" C–900 PVC RECLAIMED WATERMAIN

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" C–900 PVC WATERMAIN

MH 119–29
STA. 21+17.74
T.C. = 25.75
INV. = 19.70 (NW)
INV. = 19.60 (SE)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED SANITARY SEWER SERVICE (TYP)

286 LF– 8" SDR–26 PVC @ 0.40%

PROPOSED WATER SERVICE (TYP)

MH 119–28
STA. 24+03.26
T.C. = 25.85
INV. = 18.45 (NW)
INV. = 18.35 (SE)

256 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" TEE W/ (2) 8" G.V.

252 LF– 8" SDR–26 PVC @ 0.40%

MH 119–33
STA. 12+12.32
T.C. = 25.64
INV. = 21.75 (NE)

CONTRACTOR TO REMOVE THE EXISTING MANHOLE AND GROUT FILL THE EXISTING GRAVITY LINE TO THE EXISTING MANHOLE WITHIN JUNONIA BLVD. THE INVERT SHALL BE MUDDED UP.

CONTRACTOR TO REMOVE EXISTING BLOW–OFFS/CAPS AND CONNECT TO EXISTING 8" WATERMAIN, 8" RECLAIMED WATERMAIN & 6" FORCEMAIN

MH 119–26
STA. 18+57.11
T.C. = 26.02
INV. = 15.60 (SW)
INV. = 15.50 (NE)

PROPOSED SANITARY SEWER SERVICE (TYP)

241 LF– 8" SDR–26 PVC @ 0.42%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED WATER SERVICE (TYP)

PROPOSED 8" C–900 PVC WATERMAIN

PROPOSED 8" C–900 PVC RECLAIMED WATERMAIN

393 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" TEE W/ (2) 8" G.V.

MH 119–27
STA. 14+64.53
T.C. = 26.60
INV. = 20.75 (SW)
INV. = 17.30 (NW)
INV. = 17.20 (NE)

CONTRACTOR TO REMOVE EXISTING BLOW–OFFS AND CONNECT TO EXISTING 12" WATERMAIN & 12" RECLAIMED WATERMAIN

PROPOSED SANITARY SEWER SERVICE (TYP)

CONTRACTOR TO REMOVE THE EXISTING MANHOLE AND GROUT FILL THE EXISTING GRAVITY LINE TO THE EXISTING MANHOLE WITHIN JUNONIA BLVD. THE INVERT SHALL BE MUDDED UP. REPAIR EXISTING ASPHALT ROADWAY AS NECESSARY.

MH 119–25
STA. 16+22.27
T.C. = 24.98
INV. = 18.65 (NE)
INV. = 18.55 (SW)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED WATER SERVICE (TYP)

PROPOSED SANITARY SEWER SERVICE (TYP)

259 LF– 8" SDR–26 PVC @ 0.41%

MH 116–29
STA. 24+86.60
T.C. = 25.62
INV. = 20.85 (NE)

347 LF– 8" SDR–26 PVC @ 0.40%

MH 116–28
T.C. = 25.75
INV. = 21.95 SW

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 3" RECLAIMED WATER SERVICE AND METER FOR COMMON AREA

MH 116–27
STA. 21+49.30
T.C. = 26.38
INV. = 20.95 (NE)
INV. = 20.85 (SW)

253 LF– 8" SDR–26 PVC @ 0.40%

PROPOSED 12" C–900 PVC WATERMAIN

PROPOSED RECLAIMED WATER SERVICE (TYP)

MH 116–26
STA. 19+81.27
T.C. = 25.69
INV. = 19.80 (NE)
INV. = 19.70 (SW)

259 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12" C–900 PVC RECLAIMED WATERMAIN

259 LF– 8" SDR–26 PVC @ 0.41%

MH 118–21
STA. 30+41.44
T.C. = 26.22
INV. = 20.20 (SW)
INV. = 20.10 (E)

161 LF– 8" SDR–26 PVC @ 0.40%

MH 118–22
STA. 28+79.68
T.C. = 25.72
INV. = 20.95 (SW)
INV. = 20.85 (NE)

161 LF– 8" SDR–26 PVC @ 0.40%

PROPOSED 10" C–900 PVC RECLAIMED WATERMAIN

PROPOSED 6" C–900 PVC FORCEMAIN

PROPOSED 10" C–900 PVC WATERMAIN

PROPOSED WATER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

317 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED RECLAIMED WATER SERVICE (TYP)

MH 118–23
STA. 25+63.11
T.C. = 26.08
INV. = 22.25 (NE)

CONTRACTOR TO REMOVE EXISTING BLOW–OFFS/CAPS AND CONNECT TO EXISTING 10" WATERMAIN, 10" RECLAIMED WATERMAIN & 6" FORCEMAIN

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR–26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

KEY MAP

C19 C20
C21 C22

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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

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3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS UTILITY PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 19-22_18169-UTL-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL
LICENSE
No 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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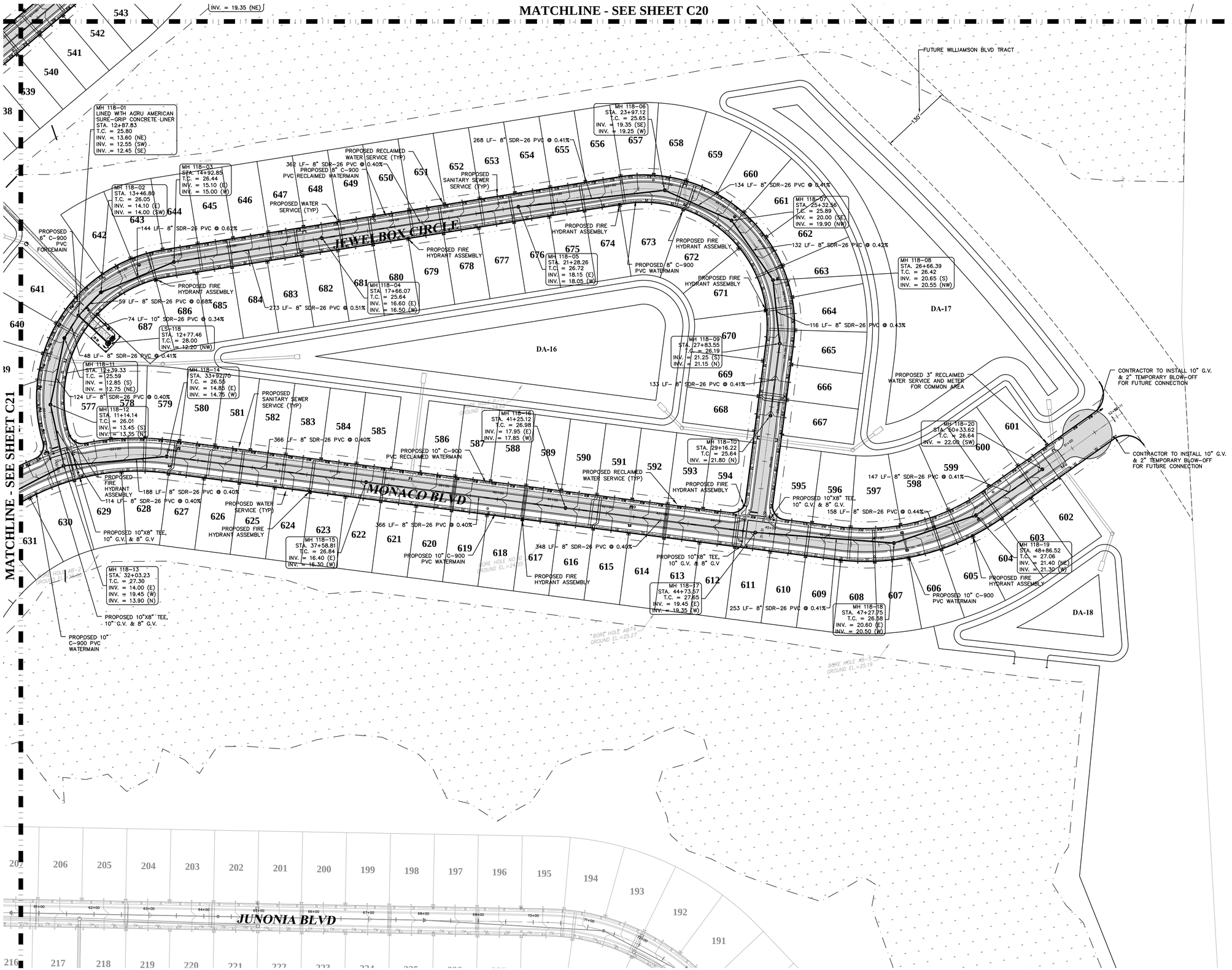

LEGEND:

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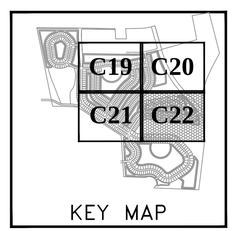
4	07-18-25	MKR	RESUBMITTED

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 19-22_18169-UTL-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG



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KEY MAP

LEGEND:

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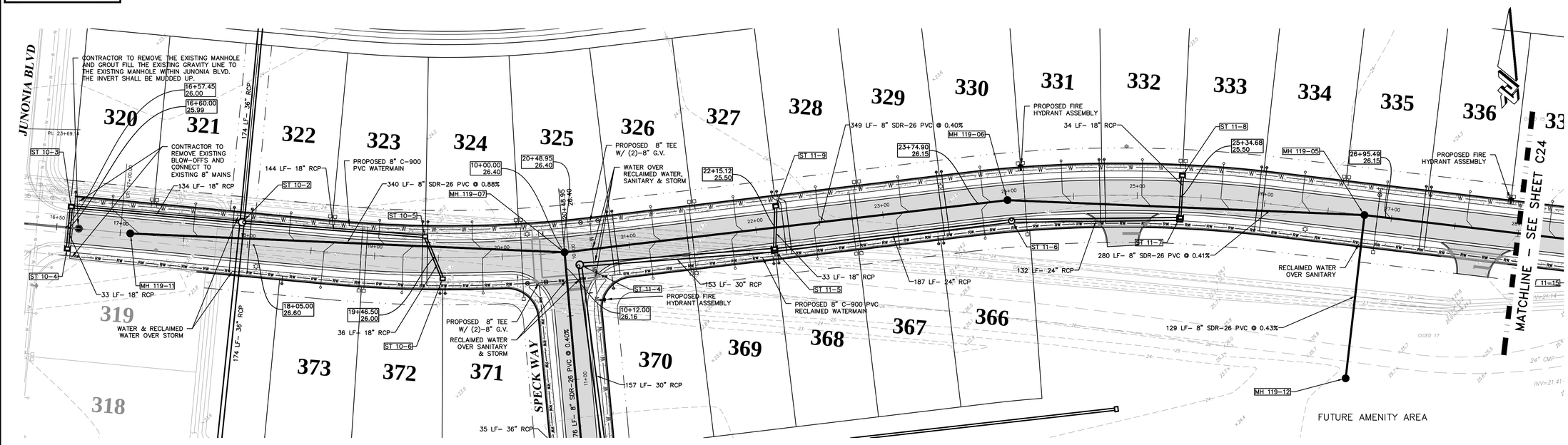
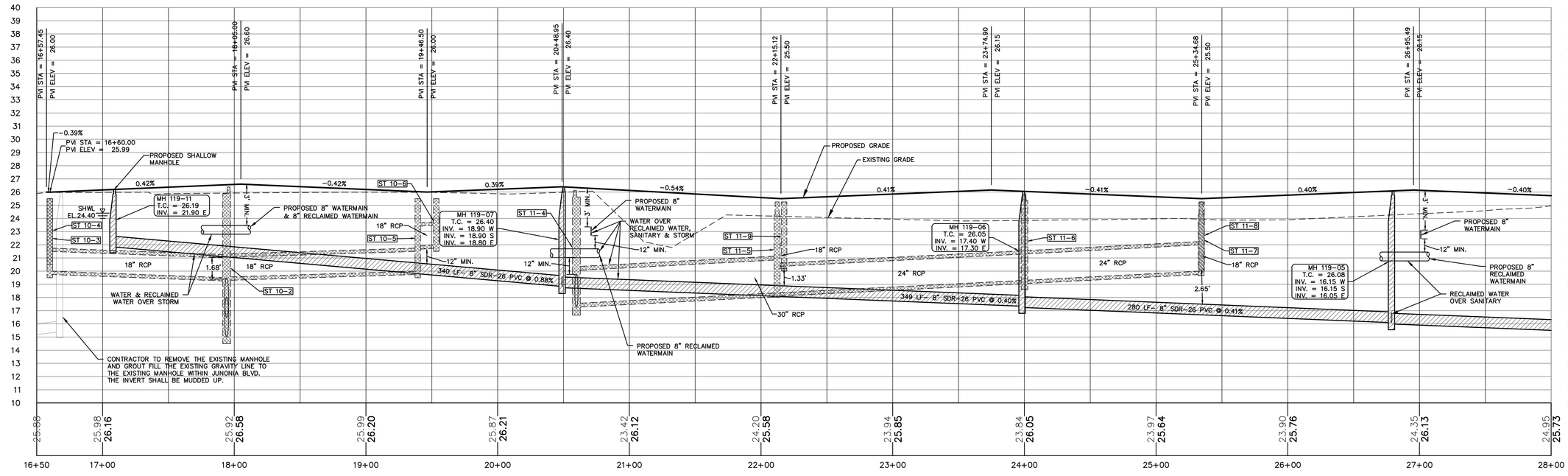
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



SCALLOP WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
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DRAWING FILE: 23-37_18169-PP-PH3-4
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KEY MAP



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- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- WATER SERVICE
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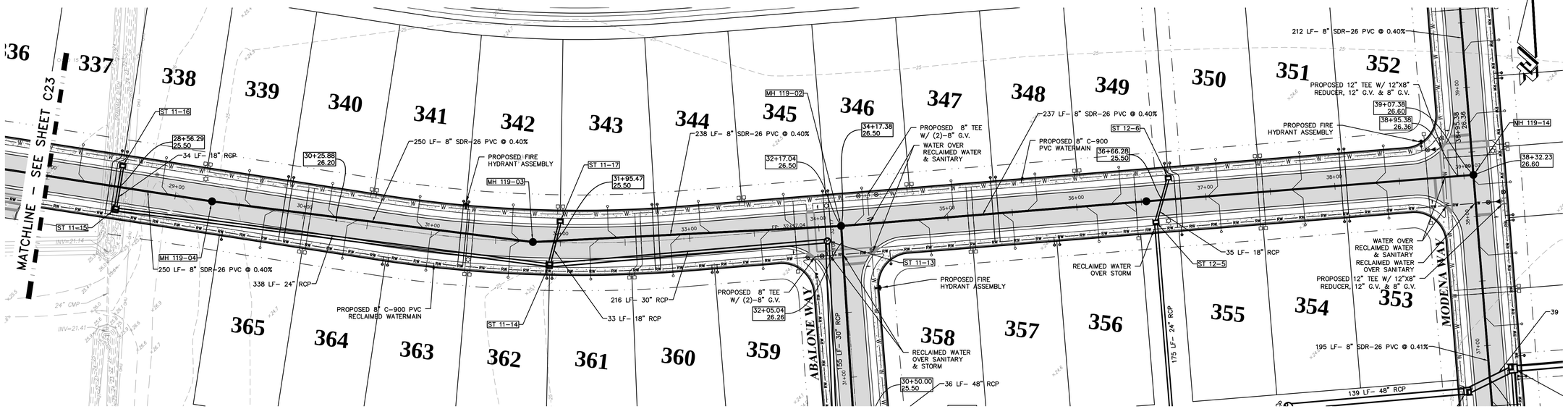
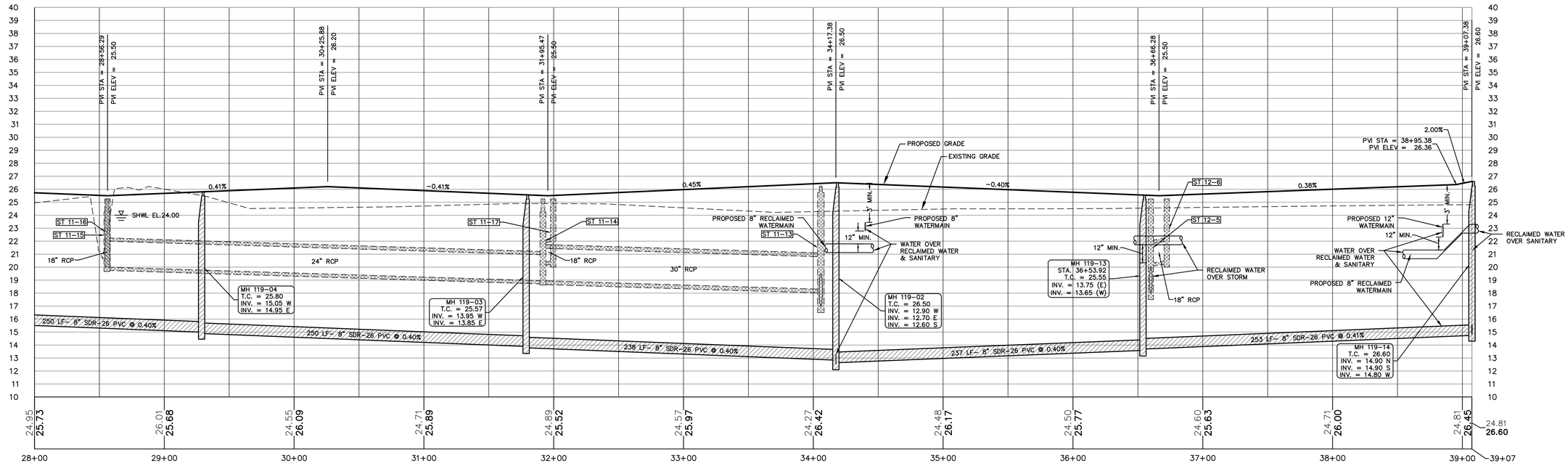


SCALLOP WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
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No. 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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KEY MAP

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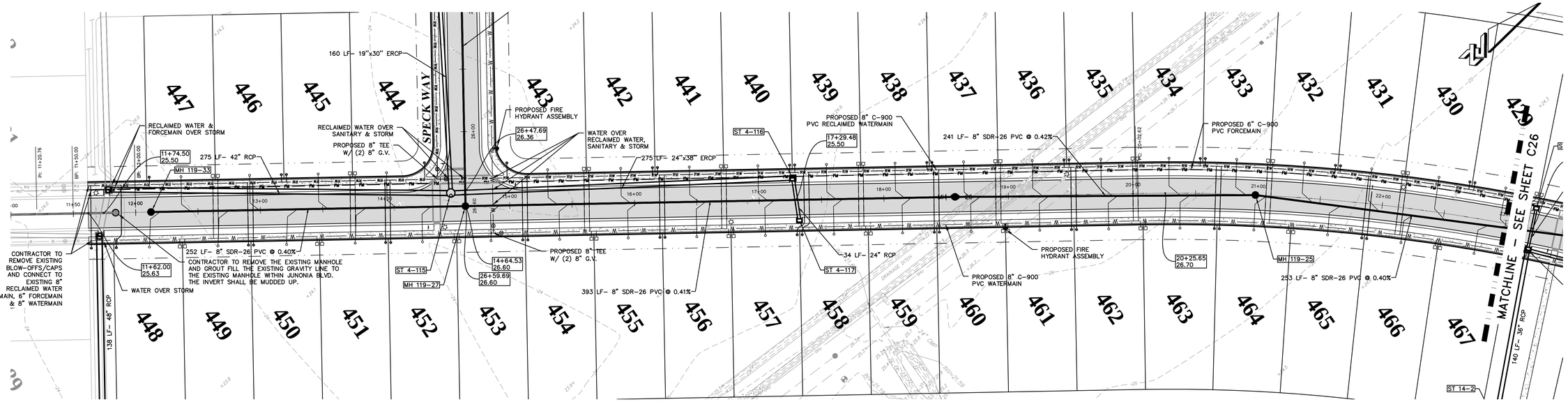
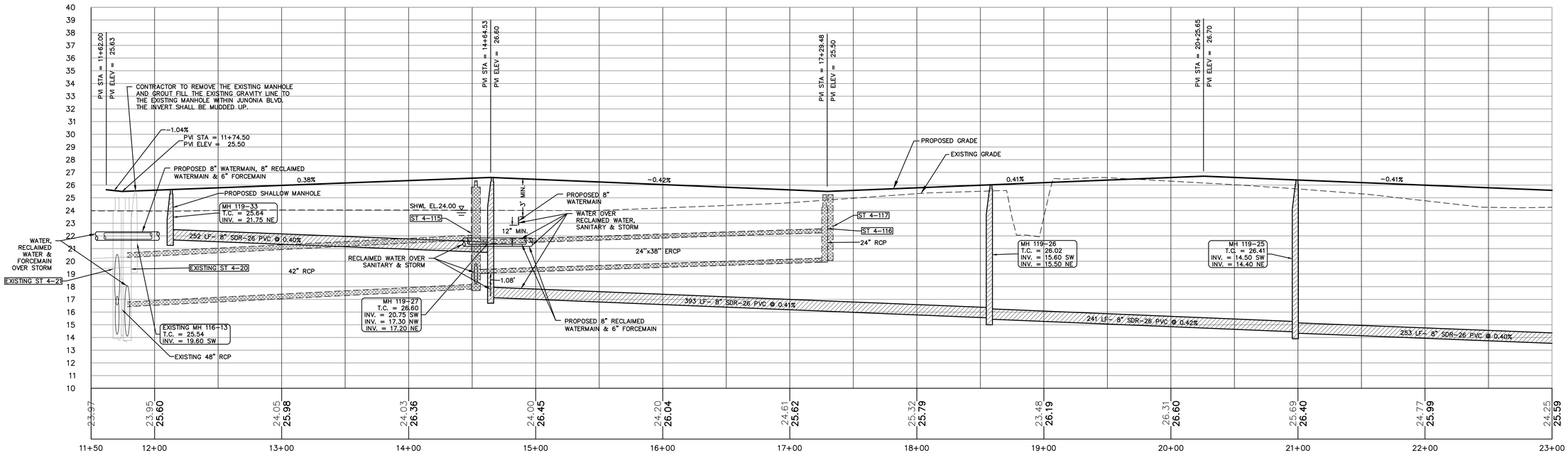
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



ABALONE WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
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KEY MAP

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN (W)
- PROPOSED FIRE MAIN (F)
- PROPOSED RECLAIMED WATERMAIN (RW)
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- PROPOSED MES
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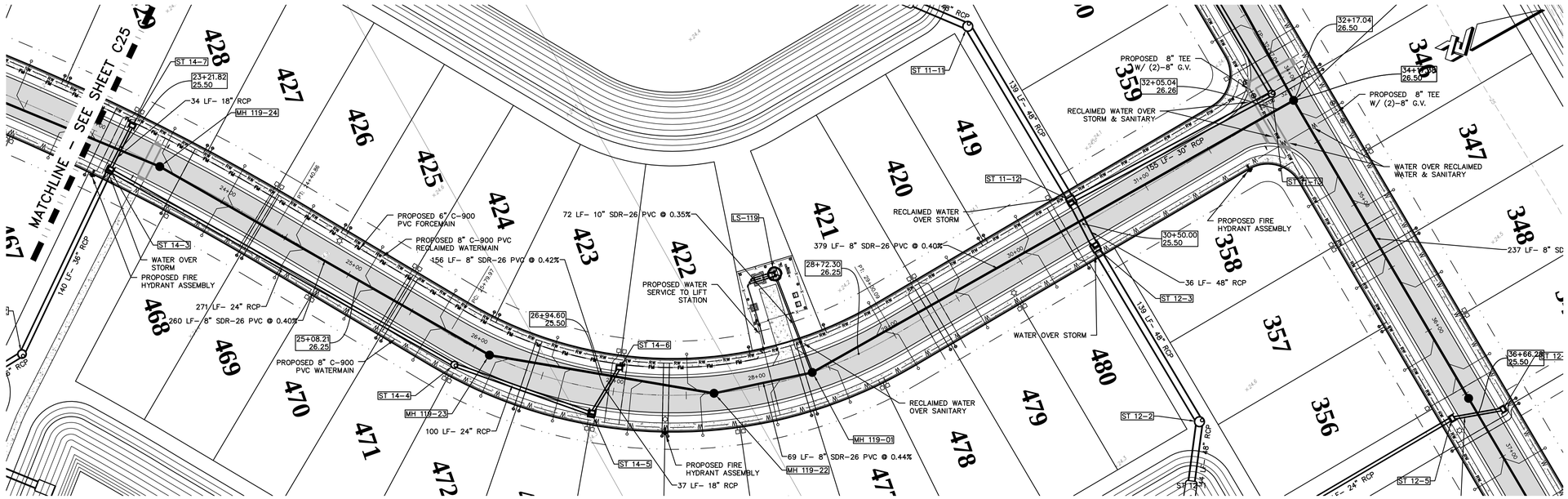

ABALONE WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
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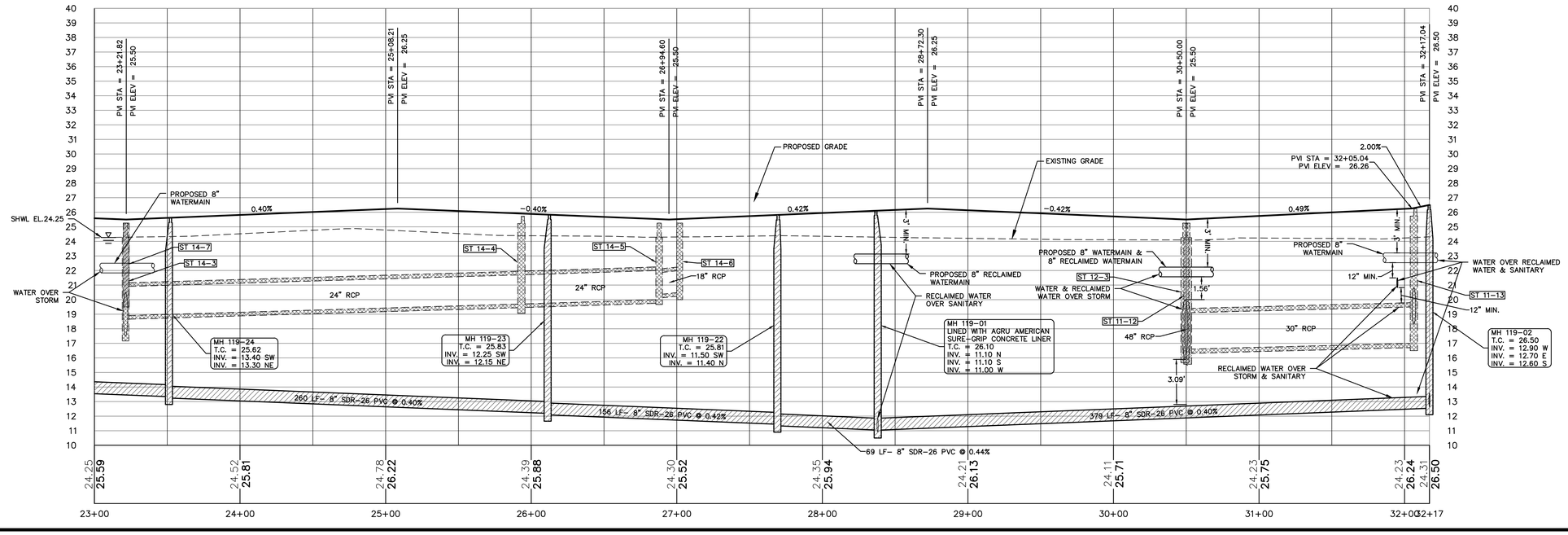

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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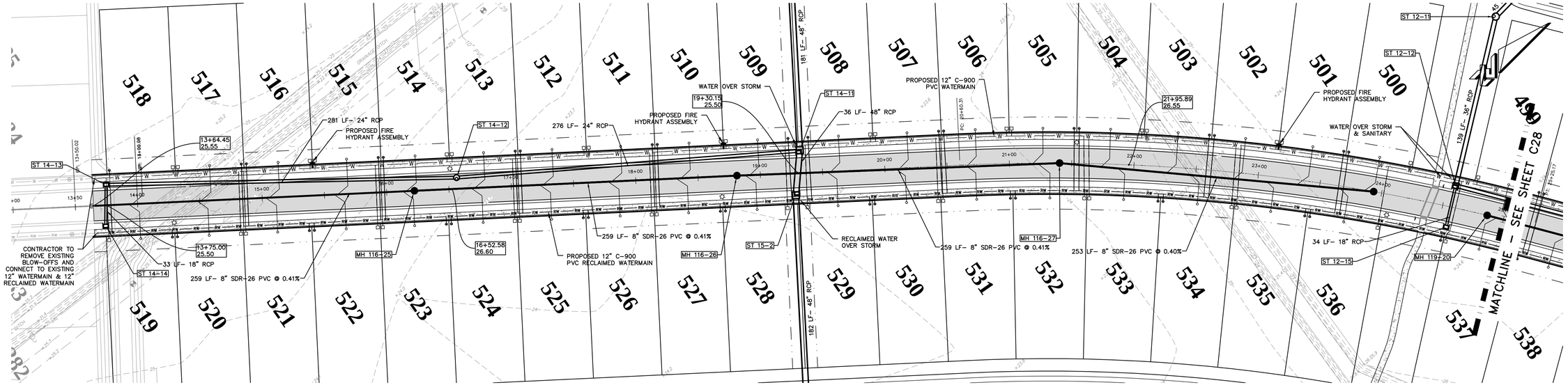
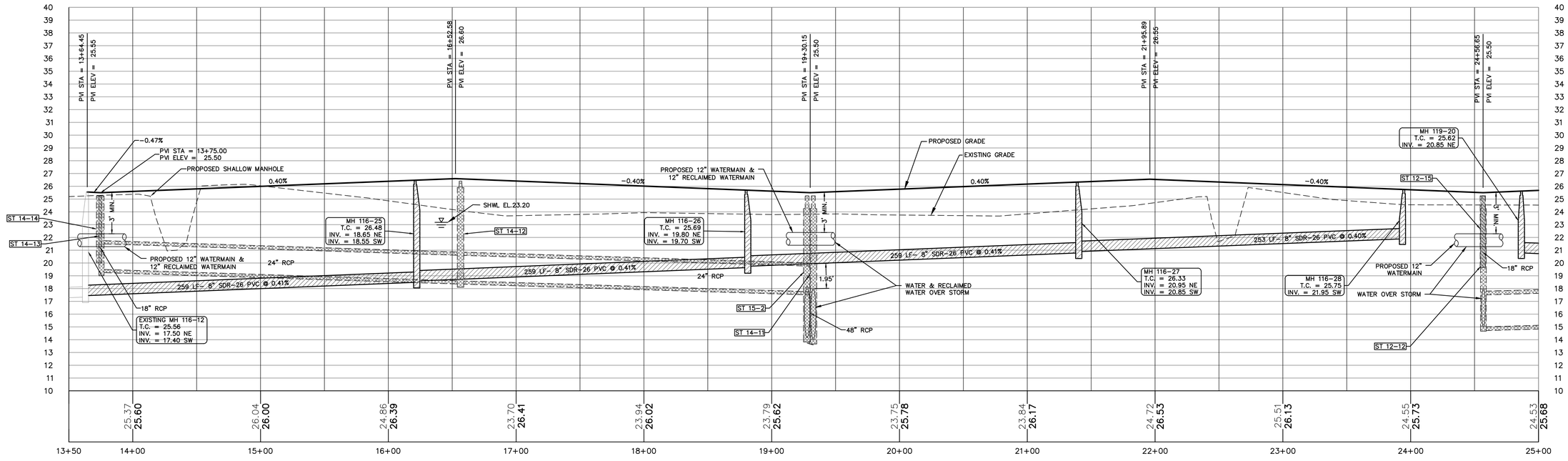


MODENA WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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NO	DATE	BY	SUBMITTALS / REVISIONS
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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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KEY MAP

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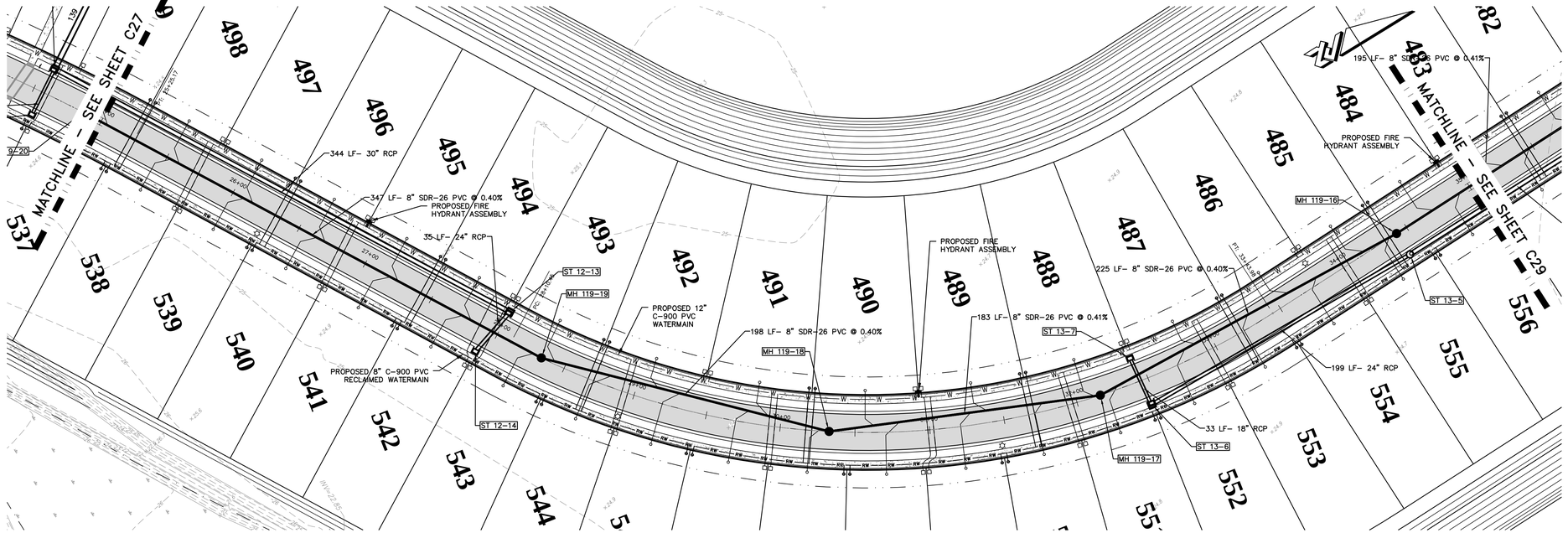
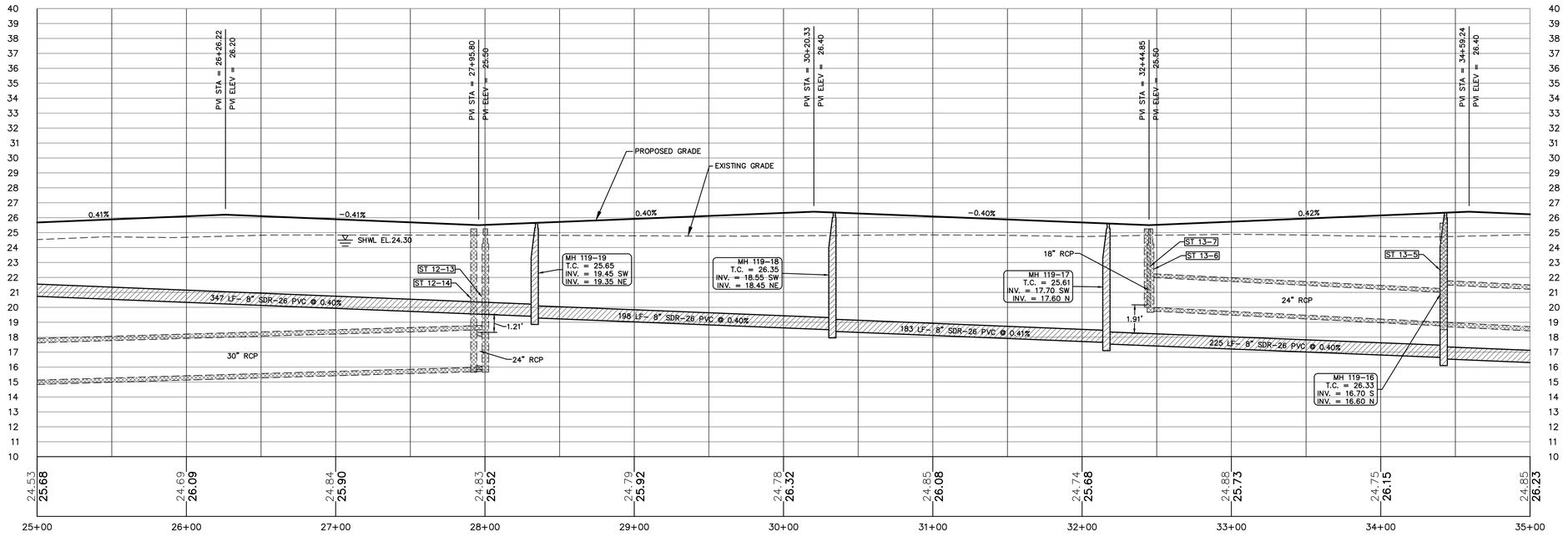
- SANITARY SERVICE
- RECLAIM SERVICE



MODENA WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-0510)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELLA L. RUSSELL
No. 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Mella L. Russell
DN: C=US, E=mella.l.russell@gmail.com, O=Zev Cohen and Associates, Inc, OU=Professional Engineer, CN=Mella L. Russell
Reason: I am the author of this document
Location: Call Doc Author at the above email
Contact Info: The author of this document has digitally signed this document.
Date: 2025.07.22 15:39:19-04'00'

MELLA L. RUSSELL, P.E., NO.68357
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SHEET: C28 OF 47

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KEY MAP

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
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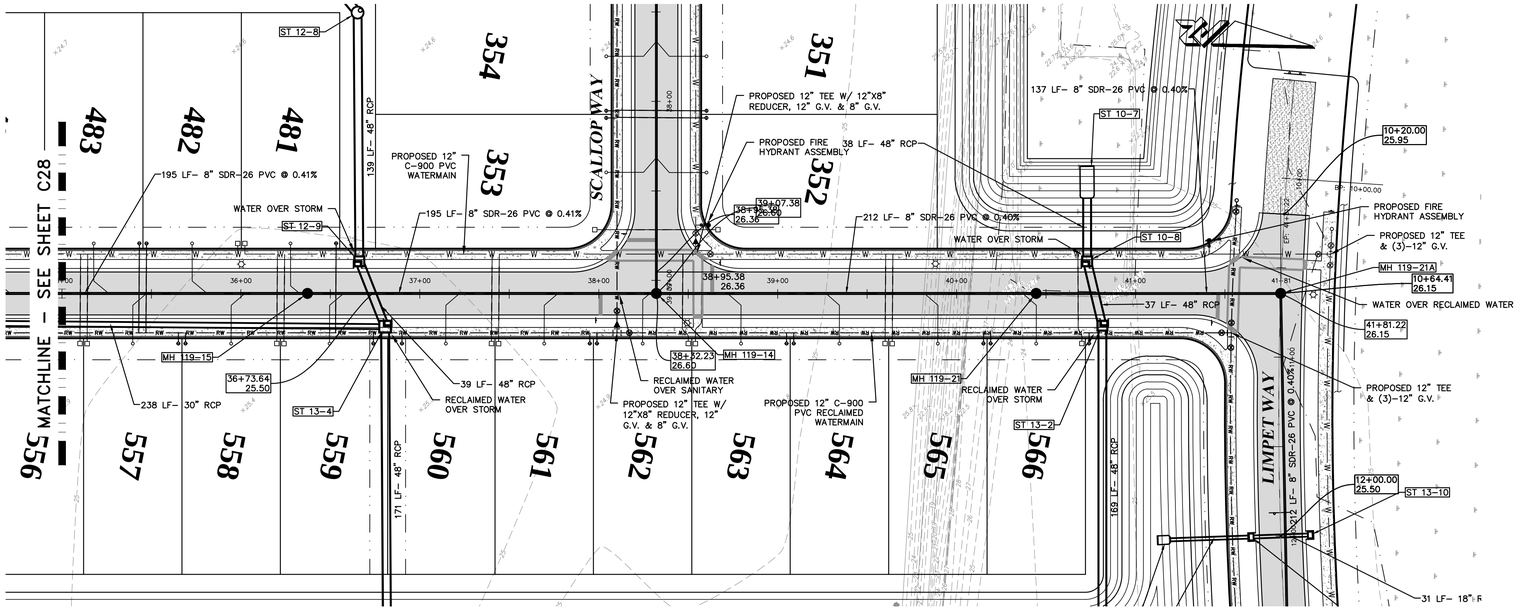
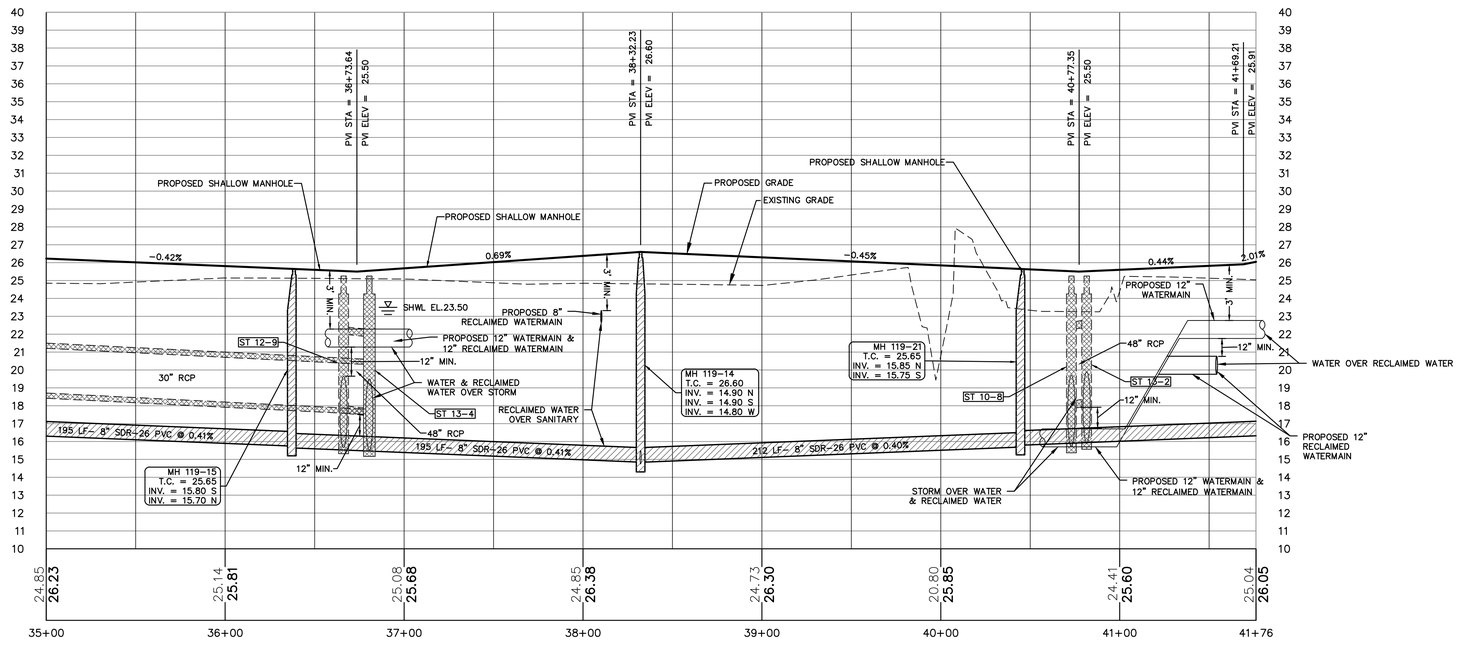
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



MODENA WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4593)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELIA L. RUSSELL LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L. Russell
DN: C=US, E=melia.russell@zevcohen.com, O=Zev Cohen and Associates, Inc, OU=Civil, CN=Melia L. Russell
Reason: I am the author of this document
Location: Owensboro, Kentucky
Contact info: The signer of this document can be contacted via email at melia.russell@zevcohen.com
Date: 2025.07.22 15:30:13-04'00'

MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C29 OF 47

G:\18169 – SHELL POINT COLONY\FINAL ENGINEERING PLANS\CAD\ENGR\PHASE 3 & 4\23-37_18169-PP-PH3-4.DWG – PRINTED: 7/18/2025 2:33 PM

KEY MAP

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
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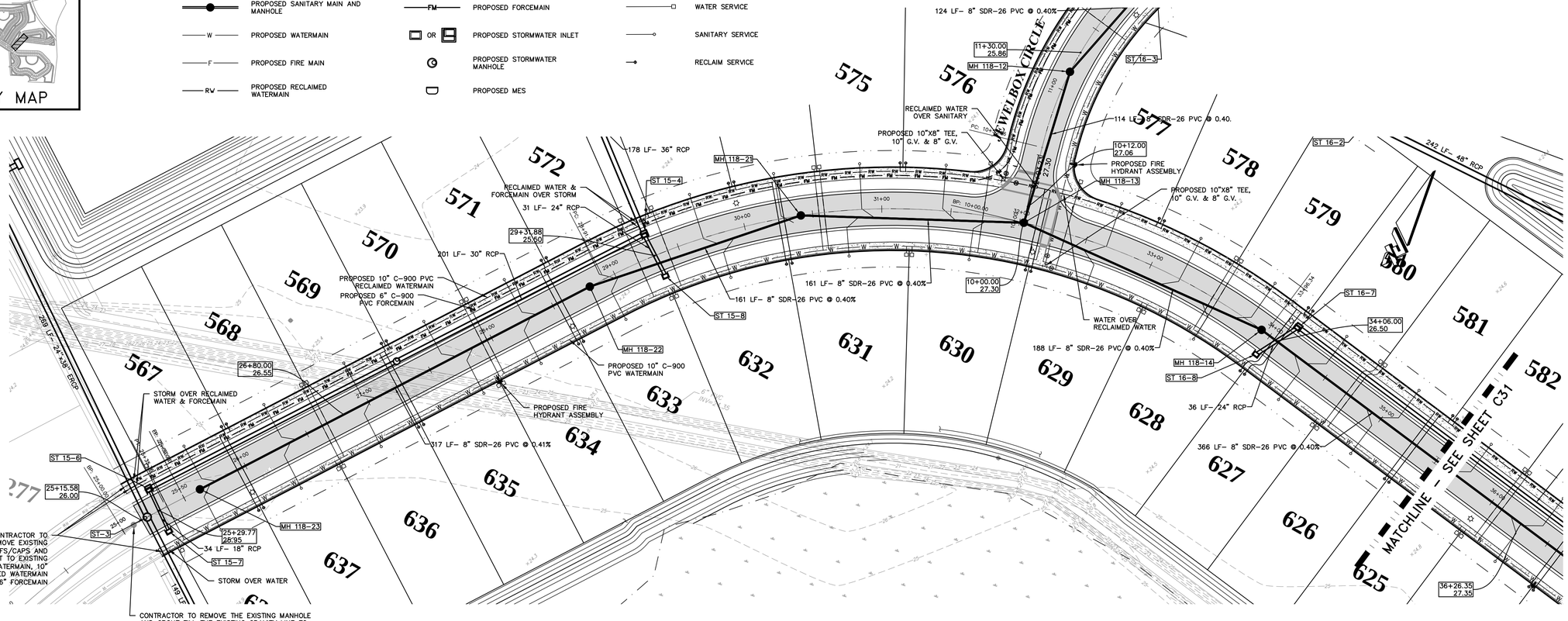
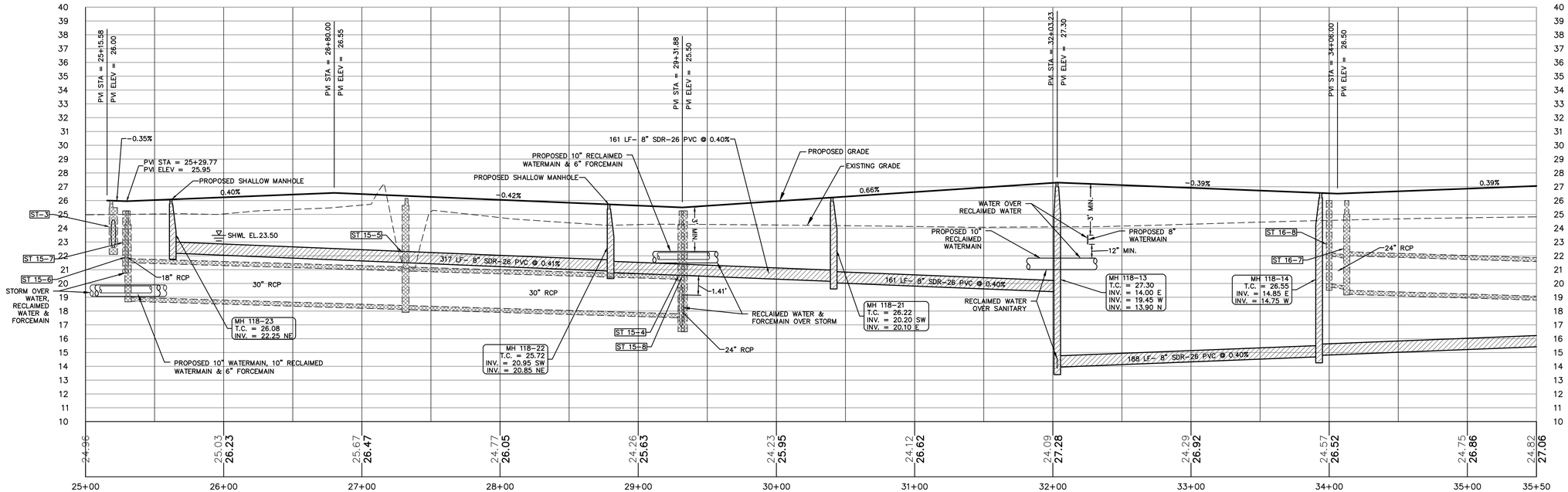
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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OWENSBORO BEACH, FL 32176
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C30 OF 47

R:\18169 – SHELL POINTE CO\CIVIL\FINAL ENGINEERING PLANS\CAD\PH3\PHASES 3 & 4\23-37_18169-PP-PH3-4.DWG – PRINTED: 7/18/2025 2:36 PM

KEY MAP

LEGEND:

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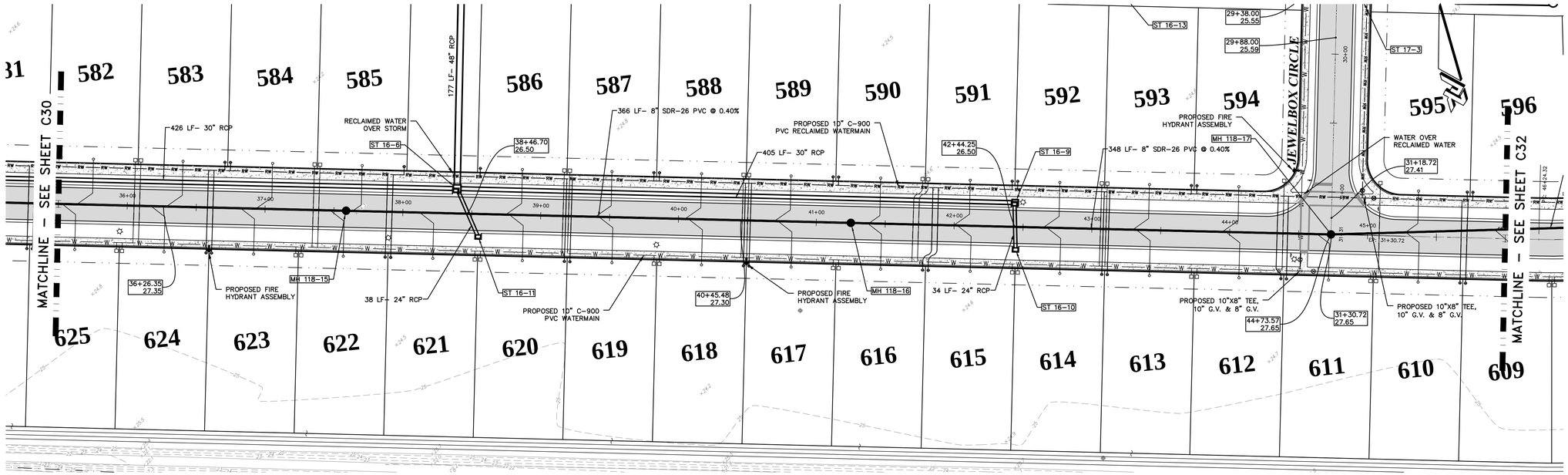
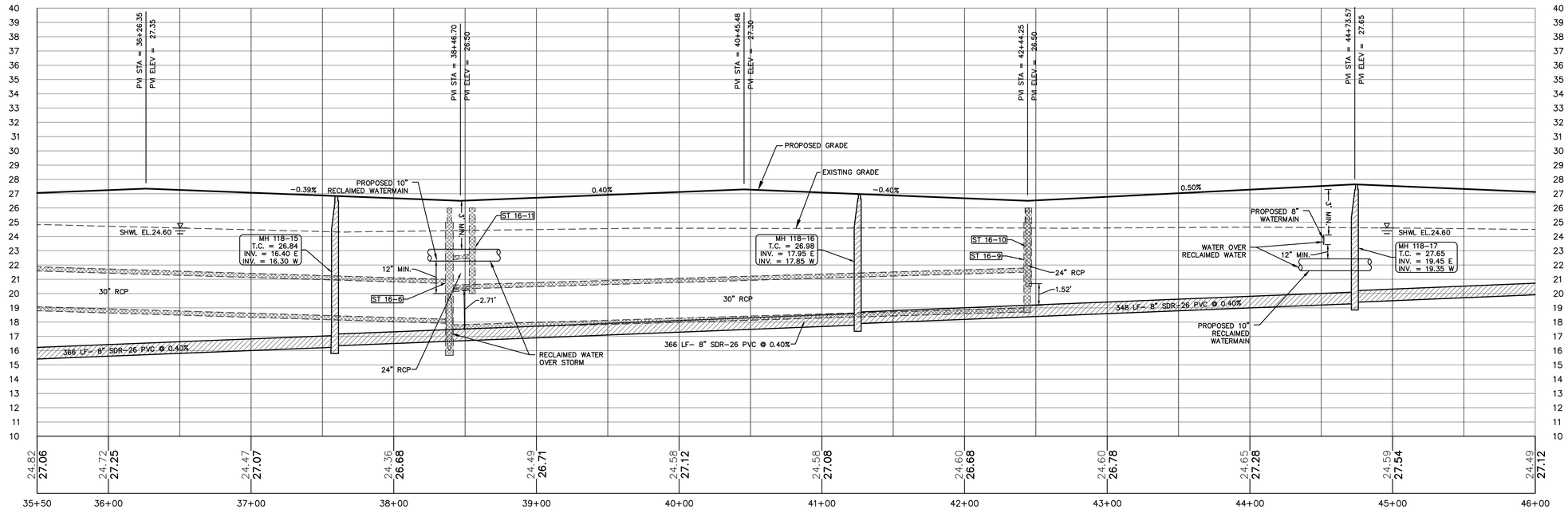
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

STATE OF KENTUCKY LICENSED PROFESSIONAL ENGINEER No. 68357

Digitally signed by Melia L. Russell
DN: CN=Melia L Russell, O=ZEV COHEN & ASSOCIATES, INC, OU=Owner and Accessories, C=US
Reason: I am the author of this document and am considered signed and sealed and the time stamp is the time the document was last saved by me.
Location:
Contact Info: Call the Author at 270-683-1254
Contact me: The author of this document has digitally signed and sealed this document. Please E-M, using a non-authenticated email.
Date: 2025.07.16 15:30:34-04'00'

MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C31 OF 47

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KEY MAP

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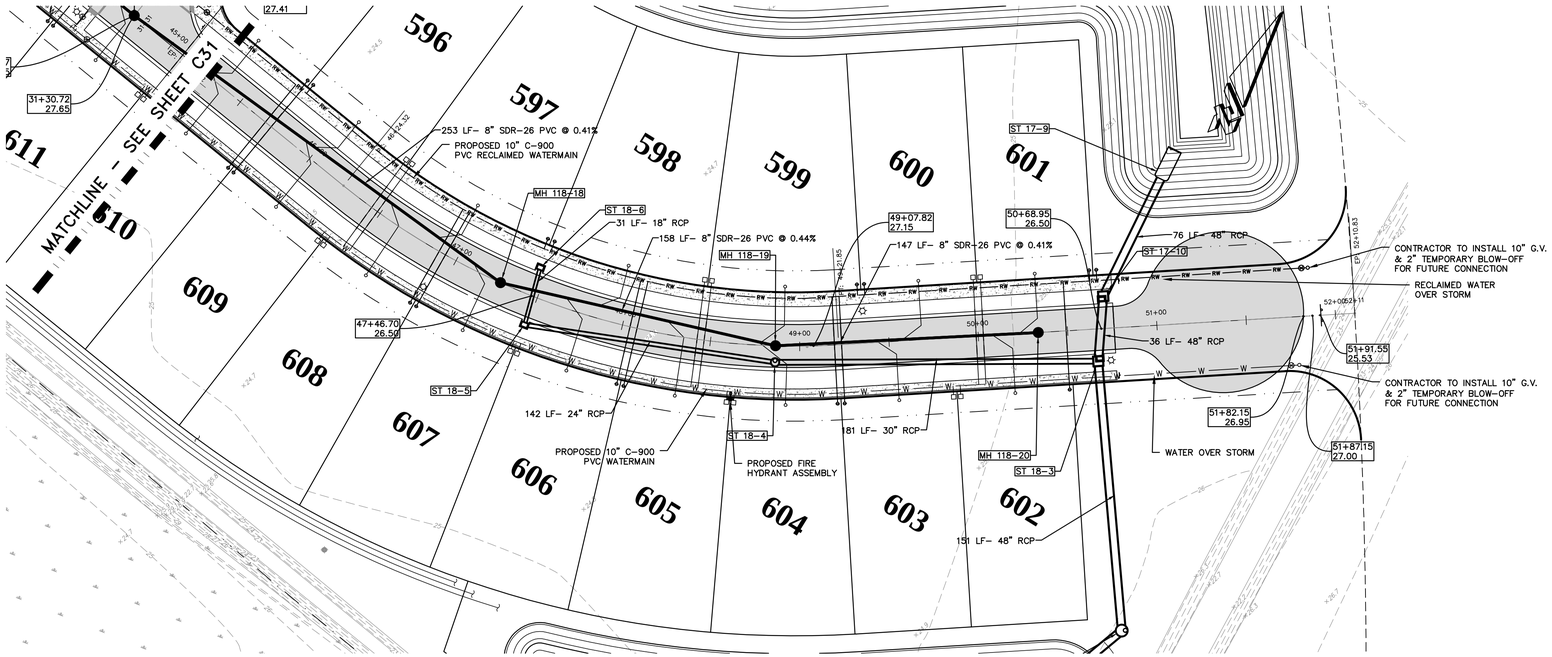
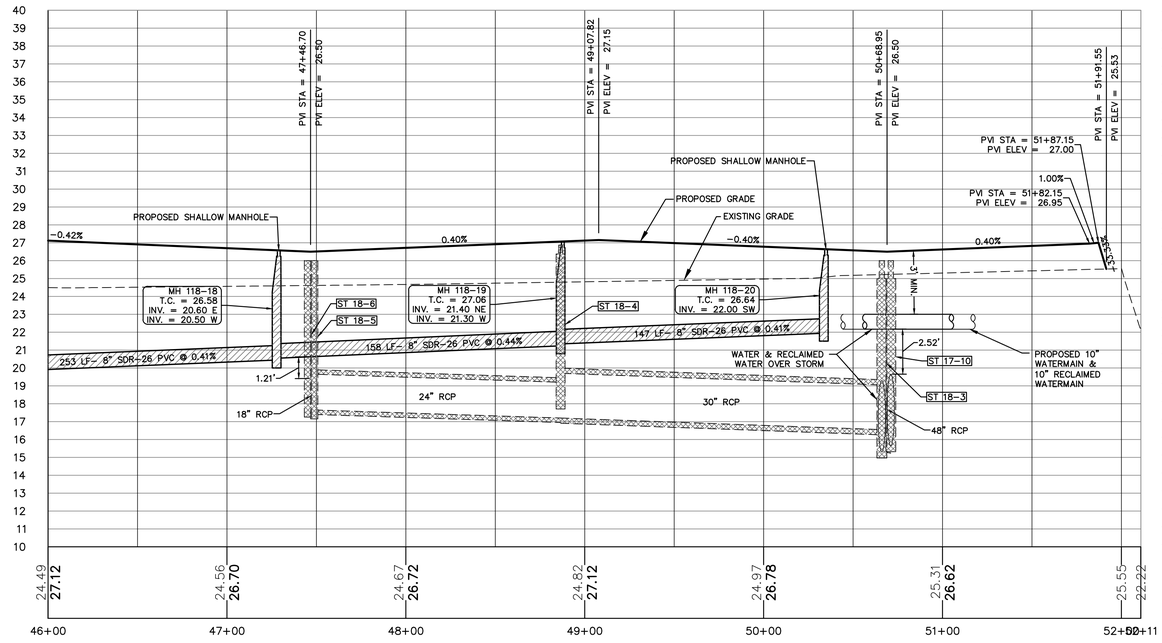
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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OWENSBORO, KY 42301
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELLA L. RUSSELL
LICENSE
No. 68357
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Mella L. Russell
DN: CN=Mella L Russell, O=Zev Cohen & Associates, Inc, OU=Zev Cohen and Associates, Inc, E=mella@zevcohen.com, C=US
Reason: I am the author of this document
Location: I am the author of this document
Contact Info: The author of this document
Date: 2025.07.18 15:38:34 -04'00'

MELLA L. RUSSELL, P.E., NO.68357
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SHEET: C32 OF 47

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KEY MAP

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
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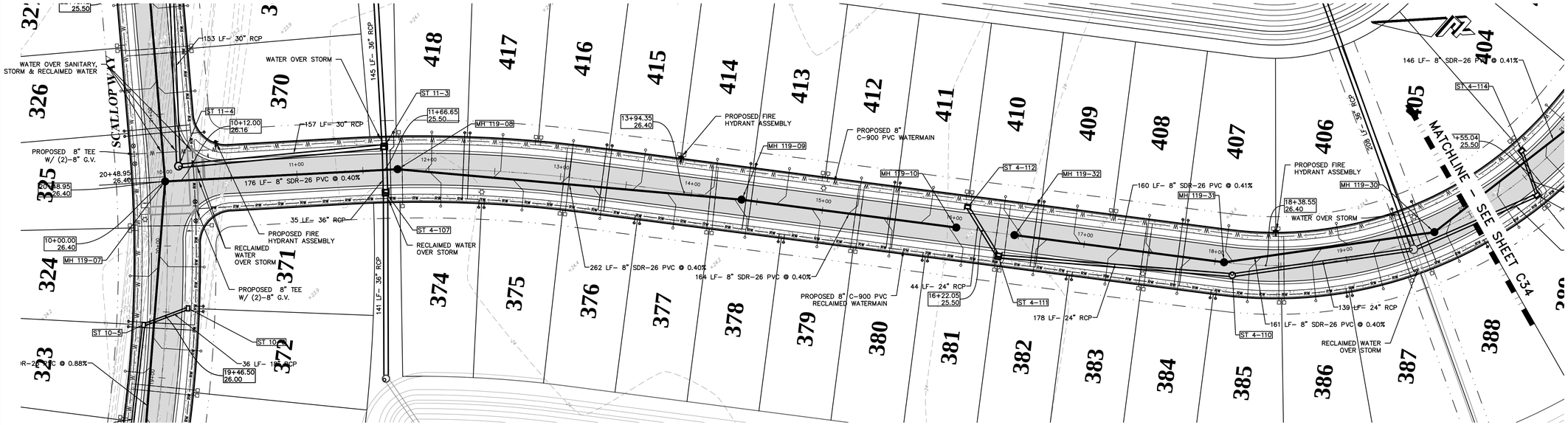
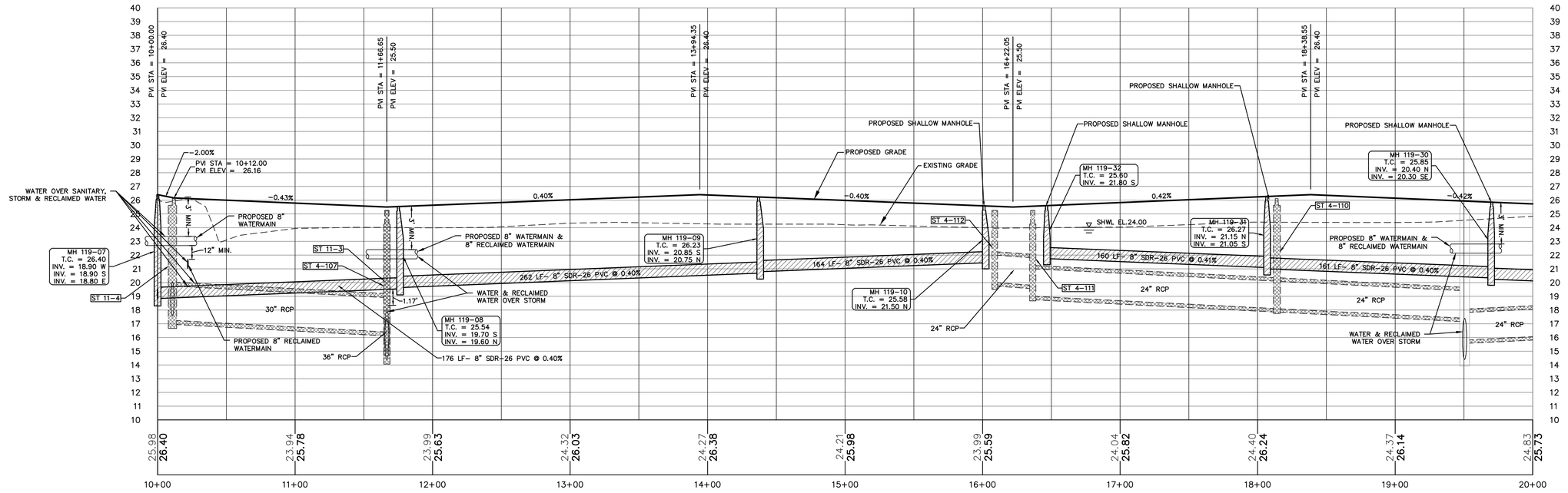
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



SPECK WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREF'S: ##########
XREF'S: ##########

MELIA L. RUSSELL No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L. Russell
DN: CN=Melia L Russell, C=US
Location: Printed copies of this document are not considered signed and sealed and the signature must not be verified on any electronic copy.
Reason: I am the author of this document.
Contact Info: This item has been electronically signed and sealed by Melia L. Russell, using a .pfx authentication key.
Date: 2025.07.21 08:36:39-04'00'

MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C33 OF 47

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KEY MAP

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
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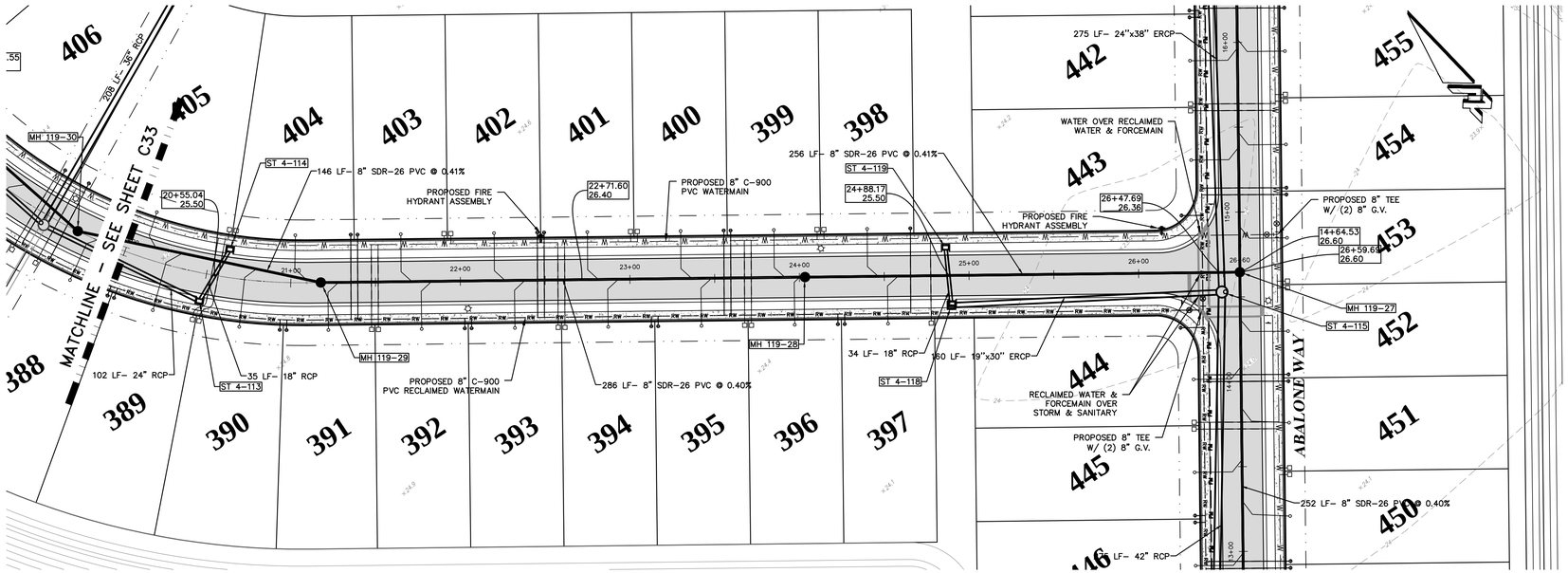
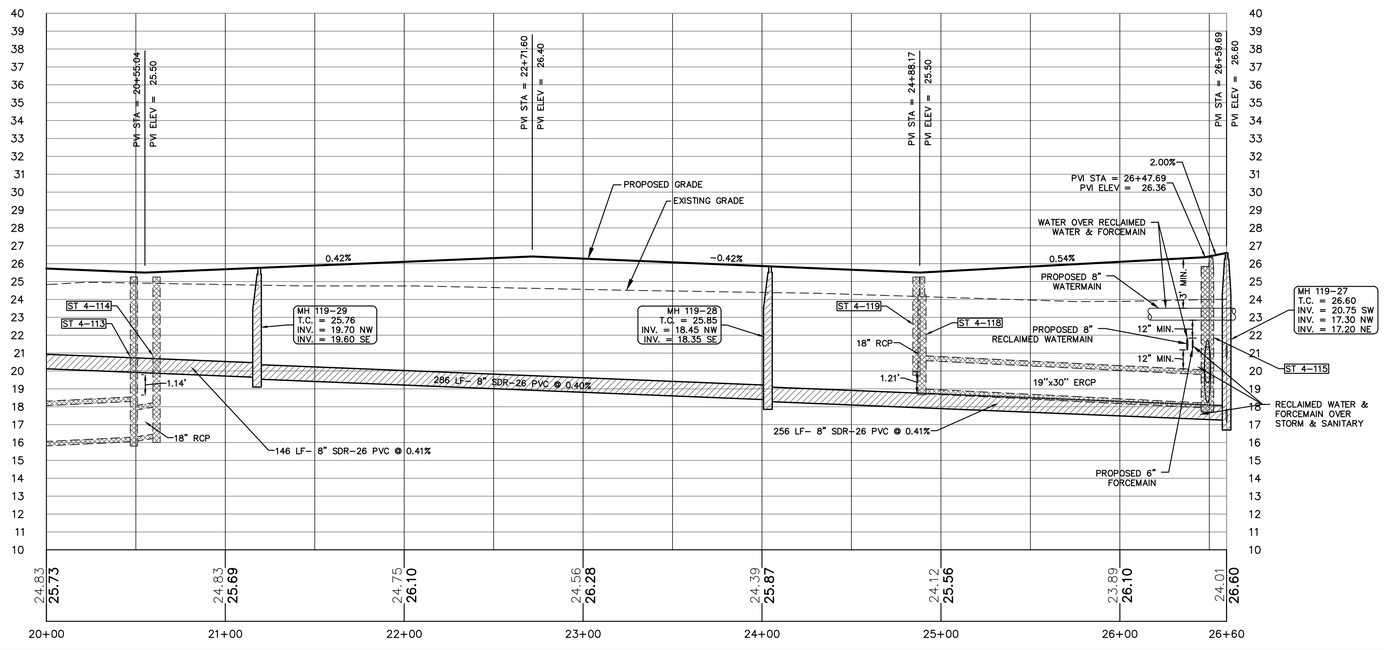
- RECLAIM SERVICE



SPECK WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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OWENSBORO, KY 42303
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
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NO	DATE	BY	SUBMITTALS / REVISIONS
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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELIA L. RUSSELL P.E. No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: CN=Melia L Russell, C=US, O=Zev Cohen and Associates, Inc, OU=Zev Cohen and Associates, Inc
Reason: I am the author of this document and am not considered signed and sealed and this electronic authenticated seal must be verified on any electronic copies.
Location: Florida
Contact Info: The seal has been electronically signed and sealed by Melia L. Russell, P.E. using a Sha1 with RSA Encryption
Date: 2025.07.21 08:45:54-04'00'

MELIA L RUSSELL, P.E., NO.68357
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SHEET: C34 OF 47

R:\18169 – SHELL POINTE COLONY\FINAL ENGINEERING PLANS\ADDRESS\PHASE 3 & 4\23-37_18169-PP-PH3-4.DWG – PRINTED: 7/18/2025 2:38 PM

KEY MAP

LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
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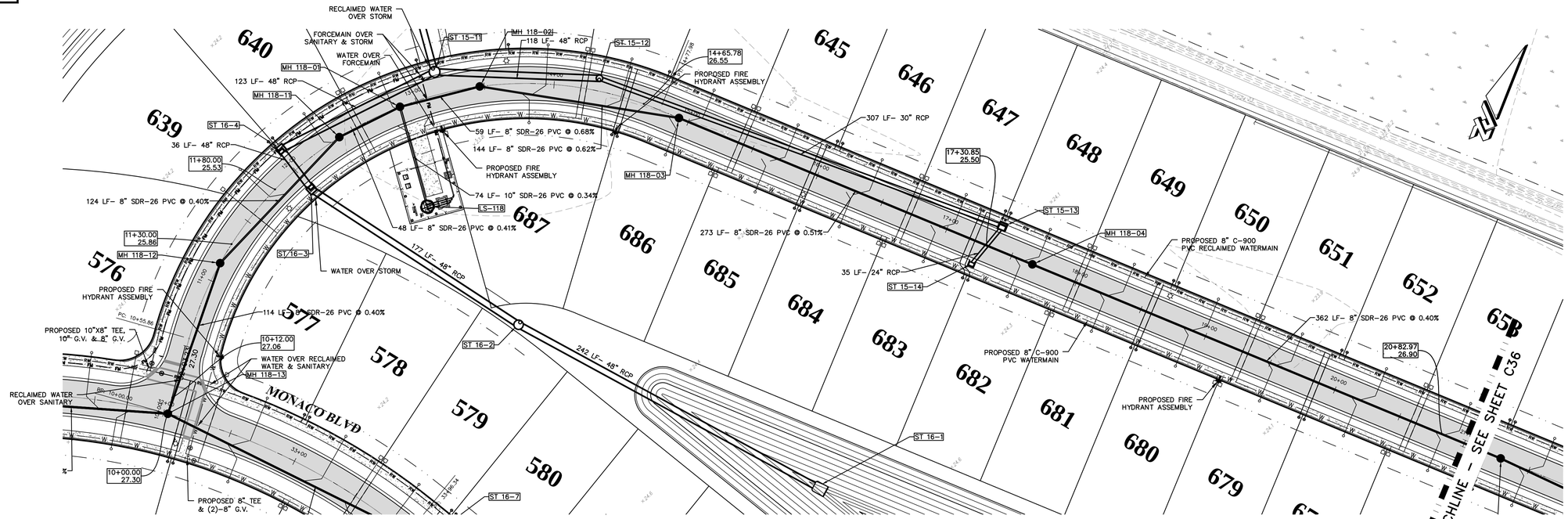
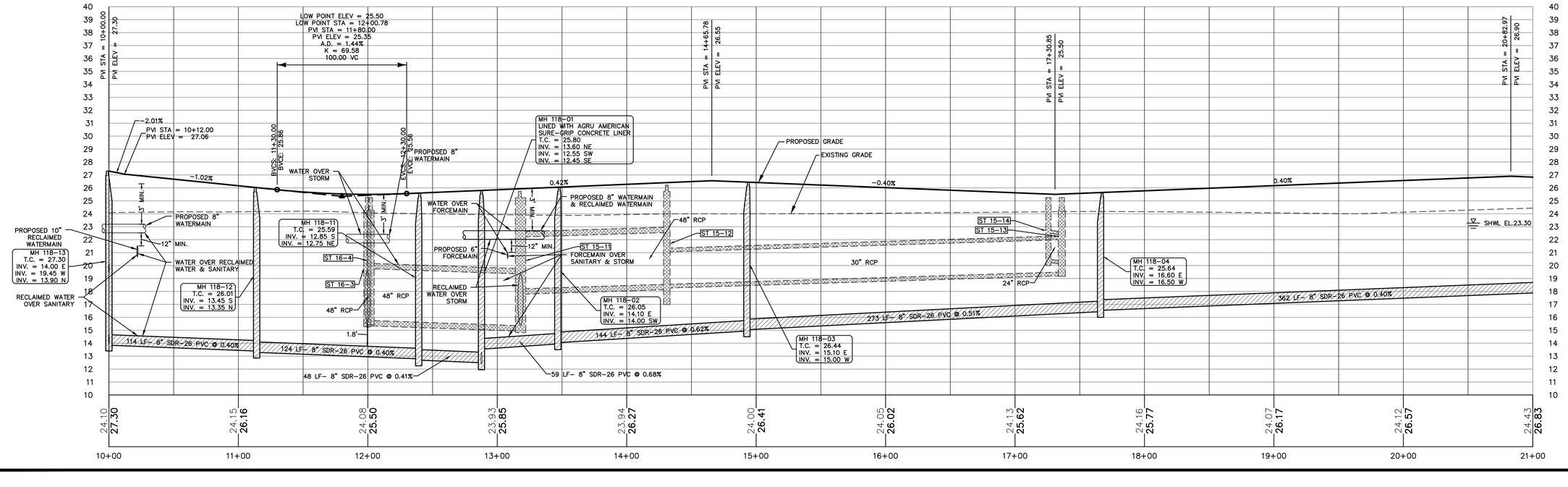


JEWELBOX CIRCLE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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OWENSBORO, KY 42303 (270) 683-1254
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C35 OF 47

R:\18169 - SHELL POINT CONVITAL ENGINEERING PLANS\CAD\PH3\PHASES 3 & 4\23-37_18169-PP-PH3-4.DWG - PRINTED 7/18/2025 9:38 PM

KEY MAP

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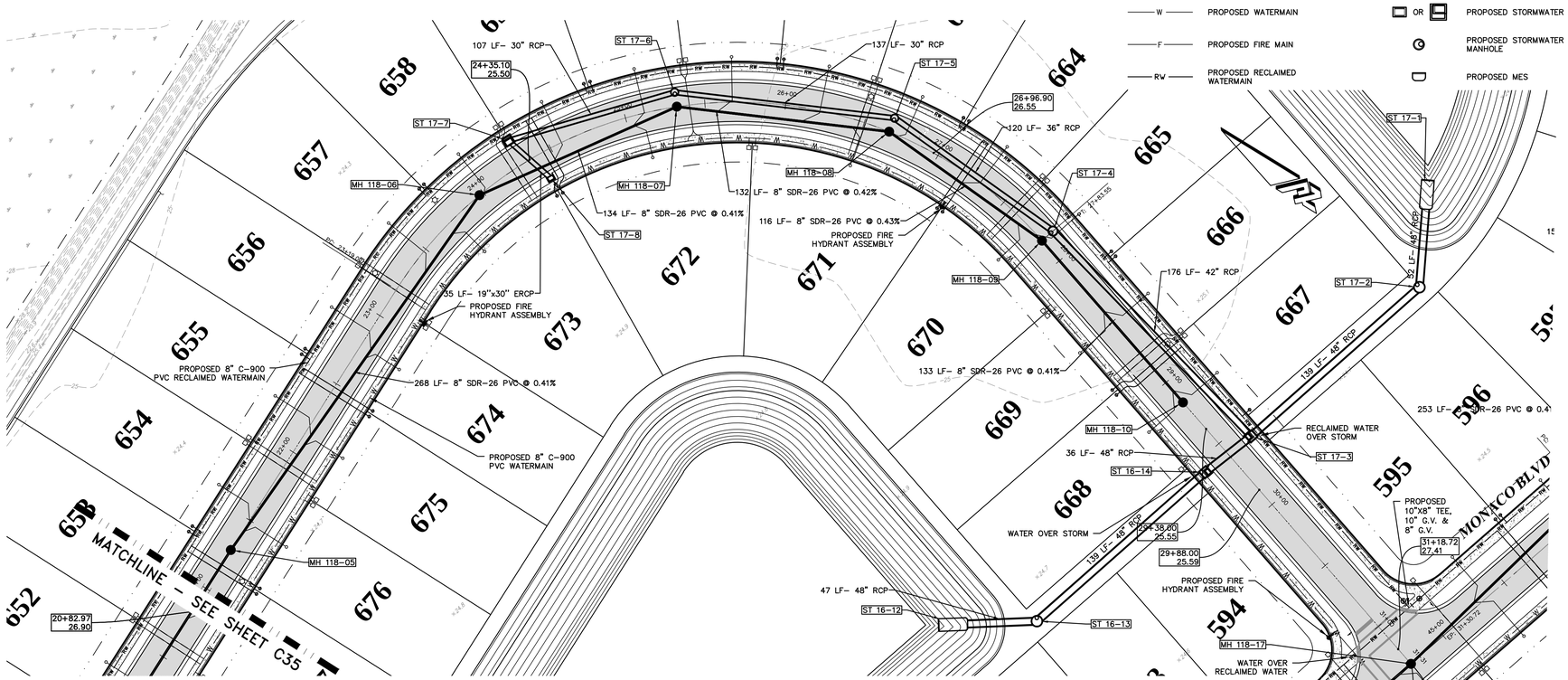
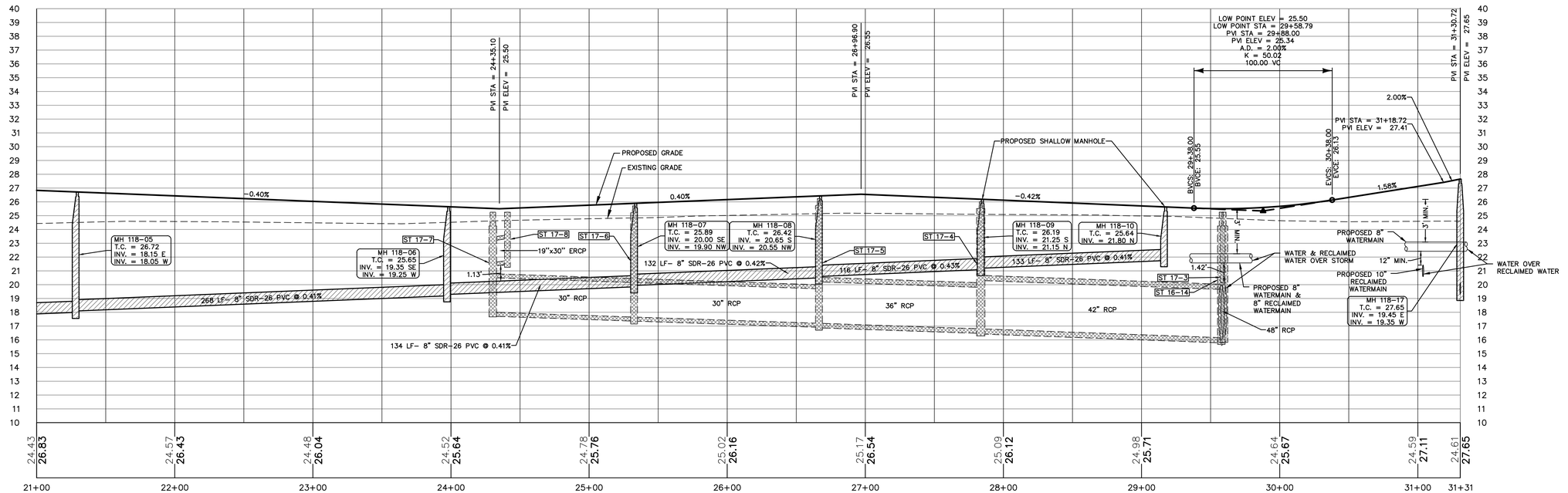
- RECLAIM SERVICE



JEWELBOX CIRCLE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
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MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C36 OF 47

Digitally signed by Melia L. Russell
DN: CN=Melia L. Russell, C=US, E=mrussell@zevcohen.com, O=Zev Cohen and Associates, OU=Engineering
Reason: I am the author of this document
Location:
Date: 2025.07.23 09:50:54-04'00'

Contact Info: This item has been electronically signed and sealed by Melia L. Russell, P.E. using a Non-authentication date.

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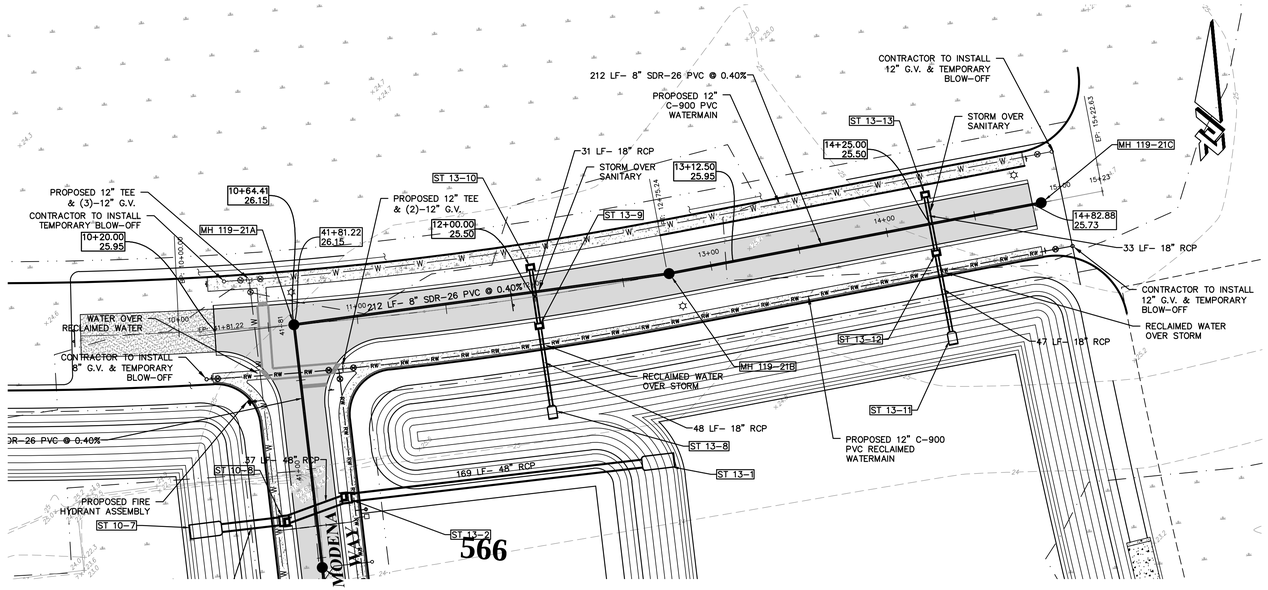
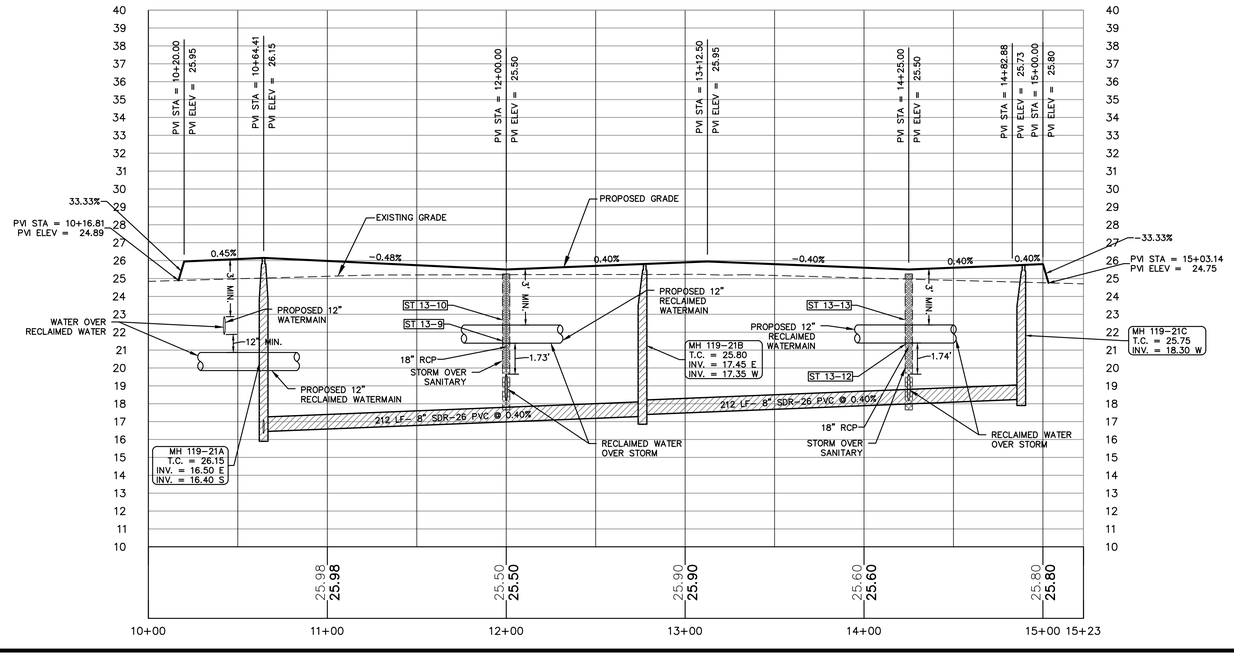
KEY MAP



LIMPET WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
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MELIA L. RUSSELL LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
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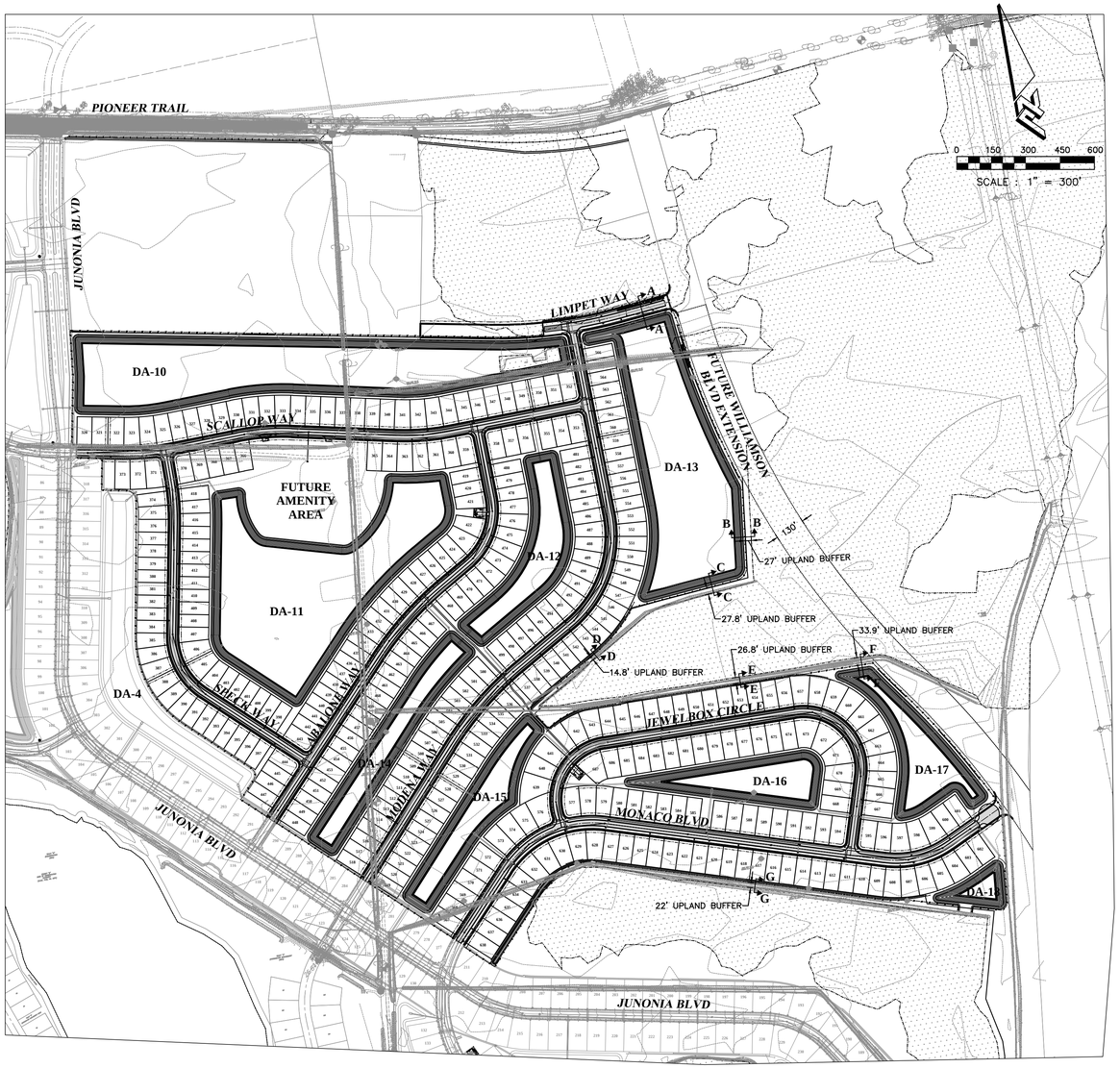

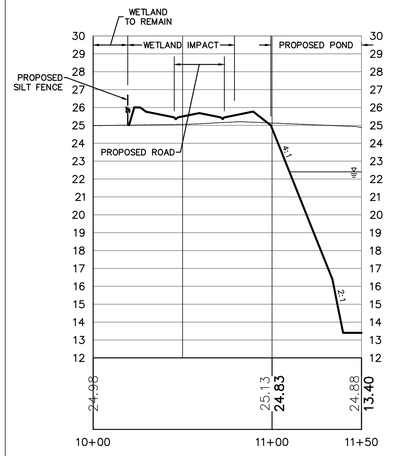

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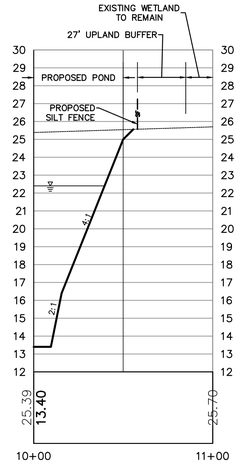

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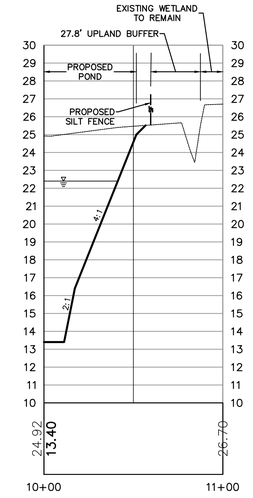

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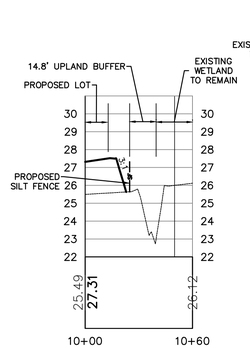
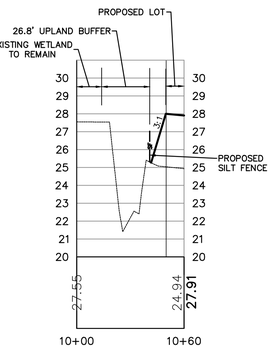


CROSS-SECTION D-D



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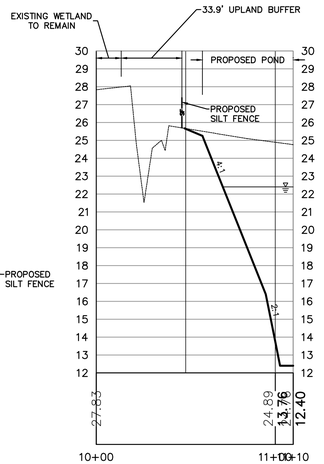

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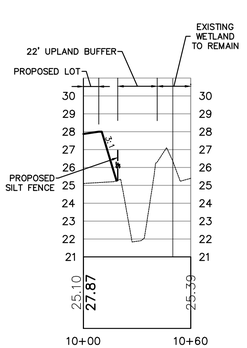

CROSS-SECTION G-G

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
CROSS-SECTIONS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18169-CS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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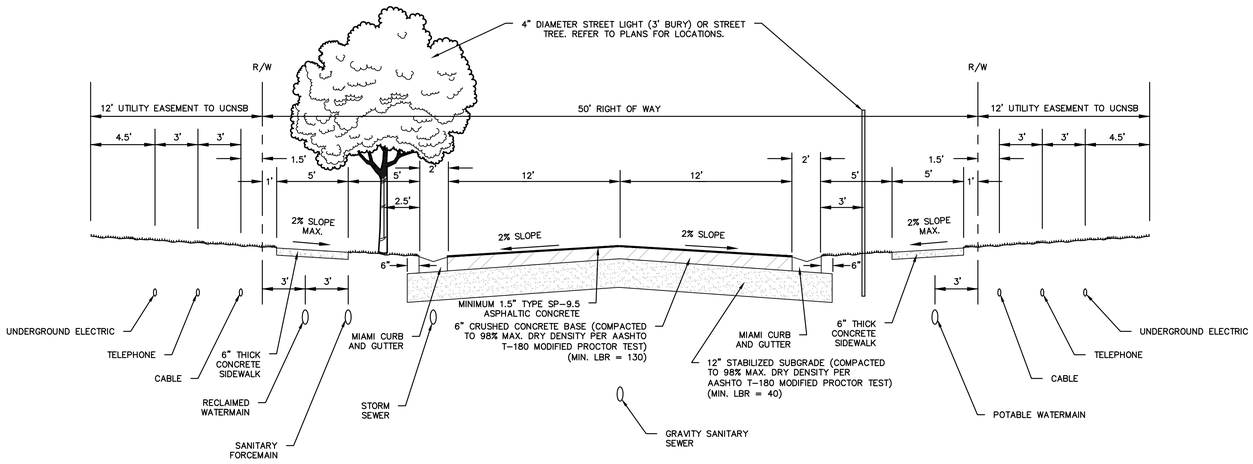
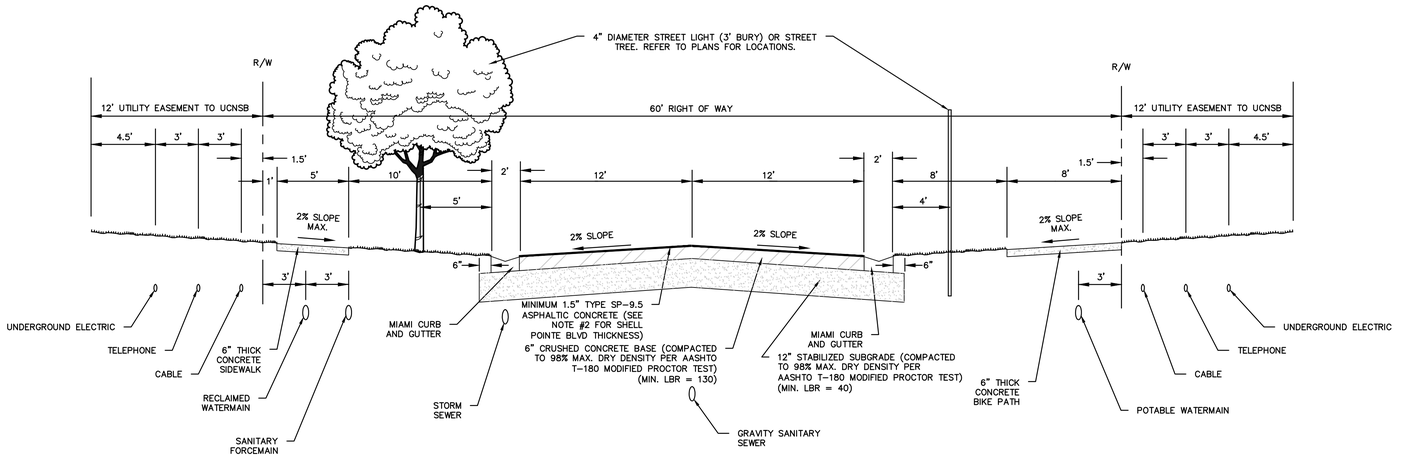


TYPICAL 50' RIGHT-OF-WAY SECTION

NTS



TYPICAL 60' RIGHT-OF-WAY SECTION

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NOTE:
THE AMOUNT OF RAP MATERIAL SHALL NOT EXCEED 30 PERCENT.

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 39-47_18169-DET-PH3-4
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MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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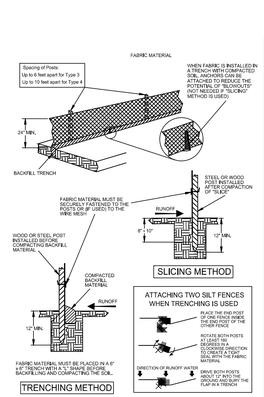
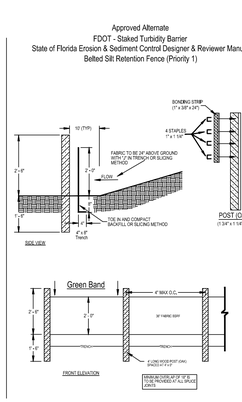




SILT FENCE BARRIER INSTALLATION

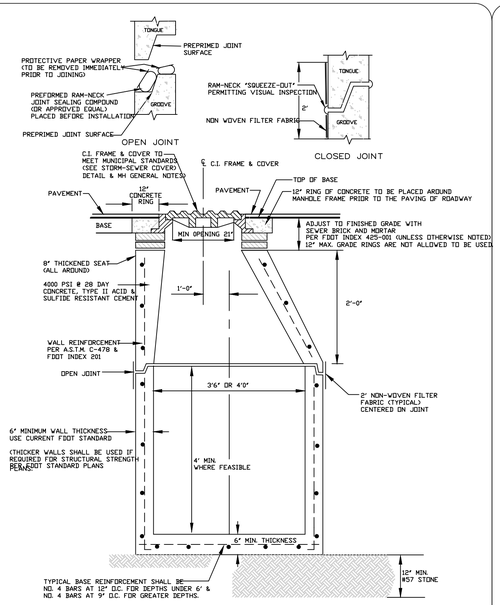
BELTED SILT RETENTION FENCE (BSRF)

Priority 1 - Green Band

NOTES:

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, JULY 2013 UPDATE.
2. CONTRACTOR SHALL PROVIDE AND MAINTAIN SITE SPECIFIC EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) MEASURES TO TREAT ALL STORMWATER DISCHARGES DURING CONSTRUCTION. DEPENDING UPON FLOW VELOCITIES AND VOLUME, ADDITIONAL MEASURES MAY BE REQUIRED.
3. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF DAYTONA BEACH AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, STATE, FEDERAL, AND THE SJRWMD.

SILT FENCE DETAIL
NTS

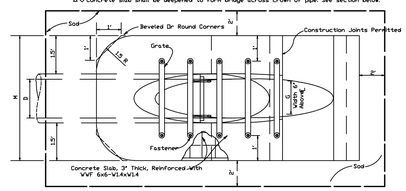


STORMWATER MANHOLE DETAIL
NTS

DIMENSIONS & QUANTITIES												
D	X	A	B	C	E	F	G	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad Pipe	N
15"	2'-3"	2'2"	4'0"	6'36"	4'0"	8"	1'20"	4'63"	7'01"	9'79"	12'37"	11"
18"	2'-3"	2'35"	5'0"	7'48"	5'0"	9"	1'41"	4'90"	7'79"	10'59"	13'46"	14"
24"	2'-3"	2'53"	5'8" (6'-5")	7'0" (8'-5")	11"	1'3"	2'0"	5'30"	8'30"	12'33"	15'75"	20"
30"	2'-3"	3'12"	6'0" (7'-5")	11'00"	9'0"	1'8"	2'00"	6'08"	9'37"	14'26"	18'62"	26"
36"	2'-3"	3'87"	11'10" (9'-4")	14'48"	11'0" (9'-5")	1'8"	2'4"	6'63"	10'12"	15'82"	21'16"	30"
42"	2'-3"	4'06"	12'0"	16'24"	12'0"	1'8"	2'4"	7'20"	11'25"	17'55"	23'85"	33"
48"	2'-3"	4'32"	12'4"	18'24"	13'0"	1'8"	2'4"	7'45"	11'93"	18'58"	25'22"	37"
54"	2'-3"	4'59"	12'49"	20'88"	13'6"	1'8"	2'4"	7'83"	12'40"	19'88"	27'35"	40"
60"	2'-3"	5'26"	13'35"	23'11"	14'0"	2'3"	3'00"	9'00"	13'00"	20'00"	34'00"	150"

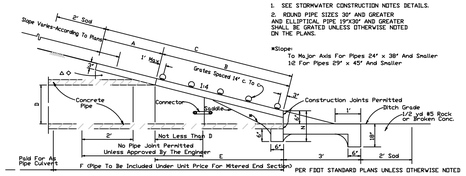
GRATE SIZES			CONCRETE (Cu. Yds.)				SODDING (Sq. Yds.)			
D	Standard Weight Pipe	Extra Strong Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe
15"			0.61	1.23	1.64	2.06	8	10	11	13
18"			0.92	1.56	1.82	2.35	9	11	12	13
24"			1.08	1.67	2.27	2.93	11	12	13	15
30"		2"	1.29	2.08	2.89	3.63	12	13	14	16
36"		2"	1.47	2.50	3.50	4.46	13	15	17	20
42"			1.67	2.96	4.23	5.51	14	16	19	22
48"		2"	1.89	3.41	4.91	6.40	15	18	21	24
54"	2"	4"	2.13	3.84	5.53	7.22	16	19	23	27
60"	2"	4"	2.33	4.54	6.63	8.65	17	21	25	29

Δ 6.42' Δ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.
Θ 15.40' Θ 15.0' Dimensions permitted to allow use of 12' standard pipe lengths.
Δ Θ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



TOP-VIEW SINGLE PIPE NOTES:

1. SEE STORMWATER CONSTRUCTION NOTES DETAILS.
2. ROUND PIPE SIZES 30" AND GREATER AND ELLIPTICAL PIPE 19"X30" AND GREATER SHALL BE GRATED UNLESS OTHERWISE NOTED ON THE PLANS.



*Slope:
To Major Axis For Pipes 24" x 38" And Smaller
1d For Pipes 29" x 45" And Smaller

PER FDOT STANDARD PLANS UNLESS OTHERWISE NOTED

MITERED END SECTION DETAIL
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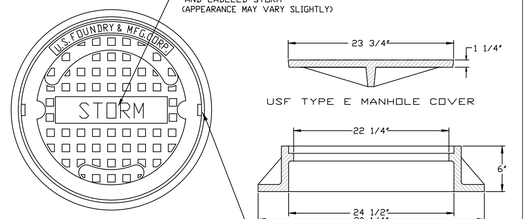
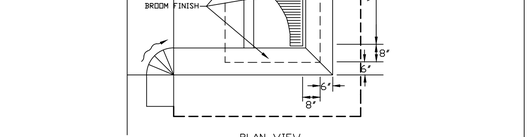


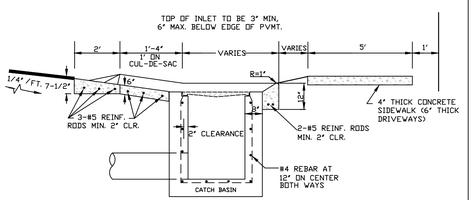
NOTES:

1. MORTAR TO CONTAIN "HYDRATITE", OR APPROVED EQUAL, TO PREVENT SHRINKAGE.
2. SUB-GRADE BENEATH MANHOLES SHALL BE FIRM UNDISTURBED GRANULAR UNSATURATED SOIL. No. 57 AGGREGATE STONE SHALL BE USED IN WET CONDITIONS AND/OR WHERE UNSUITABLE MATERIAL IS ENCOUNTERED.
3. UNLESS DETAILED PLANS SHOW OTHERWISE, ALL MANHOLE RING AND COVER CASTINGS IN PAVED AREAS ARE TO BE ADJUSTED TO FINAL GRADE, SEALED AND SECURED IN PLACE WITH A CONCRETE COLLAR AFTER THE ROAD BASE IS PLACED AND JUST PRIOR TO PLACEMENT OF ASHPALT WEARING SURFACE.
4. CONTRACTOR SHALL PROVIDE THICKER MANHOLE WALLS AND BASES AS REQUIRED TO PREVENT FLOTATION BASED ON HISTORIC HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED USING ACCEPTED ENGINEERING PRACTICES AND/OR APPROVED BY THE UTILITIES DEPARTMENT.
5. CONCRETE COLLAR AROUND MANHOLE FRAME IS REQUIRED IN PAVED AREAS ONLY.
6. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION.
7. NO BUG HOLES OR HONEYCOMB WILL BE ACCEPTED.
8. ENDS OF SECTION SHALL FIT FLUSH TOGETHER
9. MANHOLES SHALL BE CLEARED OF ALL DEBRIS PRIOR TO CITY ACCEPTANCE AND SYSTEM USE.

STORM COVER DETAIL
NTS



PLAN VIEW



SECTION A-A
NTS

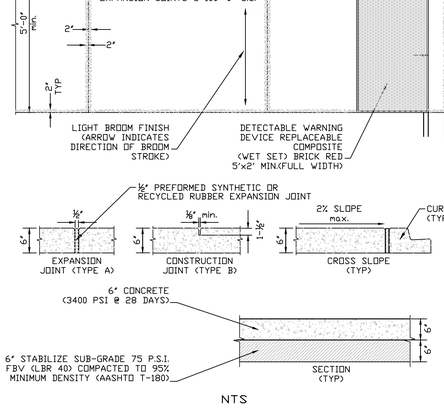
DIMENSIONS SHOWN ARE MINIMUM. FDOT STANDARD PLANS SHALL APPLY

CONCRETE STORM INLET AND APRON DETAIL
NTS

NOTES:

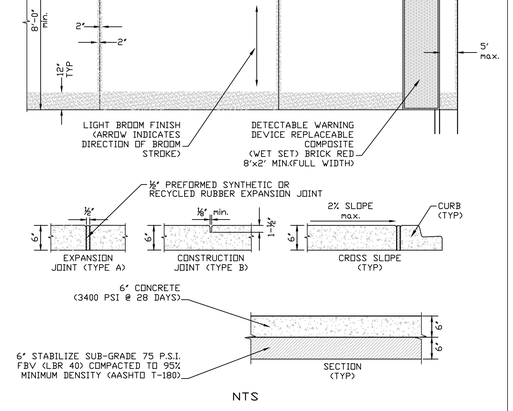
1. SIDEWALKS, BIKE PATHS, RAMPS AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3", A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3400 P.S.I. IN 28 DAYS AND A MINIMUM UNIFORM THICKNESS OF 6".
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED A MINIMUM OF 4'-0" FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
3. ALL CURB CUTS AND HANDICAP RAMPS SHALL BE ADA COMPLIANT AND TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS AND FLORIDA BUILDING CODE ACCESSIBILITY, LATEST EDITIONS.
4. ABANDONED AND/OR UN-PERMITTED CURB CUTS: ANY ABANDONED AND/OR UN-PERMITTED CURB CUTS AND ACCESS POINTS SHALL BE REMOVED AND REPLACED WITH STANDARD CURBING AND REGRADING WITH SOD AS REQUIRED.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6" ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. EXPANSION AND ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT OF CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN ONE HUNDRED FEET (100') IN SIDEWALKS AND THIRTY FEET (30') IN BIKE PATHS.
7. PREFORMED ½" EXPANSION JOINT MATERIAL SHALL BE AS SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS, LATEST EDITION, AND SHALL BE SYNTHETIC, RECYCLED RUBBER OR OTHER PRE-APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD AND DECCA-DRAIN STYLE POOL DRAINS ARE STRICTLY PROHIBITED IN ACCORDANCE WITH CHAPTER 81.2 OF THE FDOT SOILS AND FOUNDATIONS HANDBOOK, LATEST EDITION.
8. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE OR SAW CUT INTO CURED CONCRETE TO A DEPTH EQUAL TO 25% THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 5' WHICHEVER IS LESS.
9. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
10. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12" LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4" LIFTS THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12" DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12" DEEP. WHERE SUCH TEST IS REQUIRED, THE SIDEWALK BASE SHALL BE COMPACTED AND TESTED TO 95% WITH MINIMUM L.B.R. BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. MOISTURE SHALL BE APPLIED TO DRY FILL MATERIAL TO ACHIEVE DENSITY REQUIREMENTS.
11. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED AT NO ADDITIONAL COST TO THE OWNER. REPAIRS ARE NOT ACCEPTABLE.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.
14. DETECTABLE WARNING DEVICES SHALL EXTEND THE FULL WIDTH OF THE SIDEWALK AND TO A DEPTH OF 2' min.
15. SEE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION INDEX 522-002, LATEST EDITION, FOR REFERENCE.

SIDEWALK/ BIKE PATH CONSTRUCTION NOTES
NTS



NTS

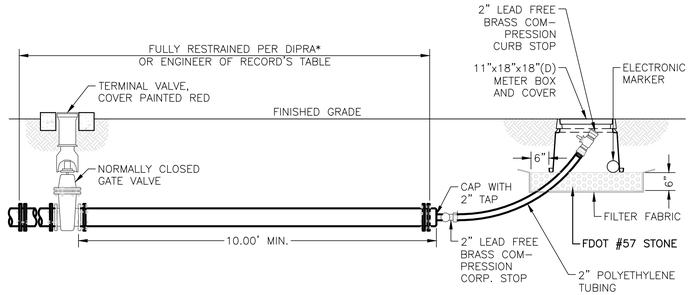
SIDEWALK CONSTRUCTION DETAIL
NTS



NTS

BIKE PATH CONSTRUCTION DETAIL
NTS

Ridge
Ridge
Slope
Slope
Swale
Slope
Slope
Swale
Slope
Slope
Swale

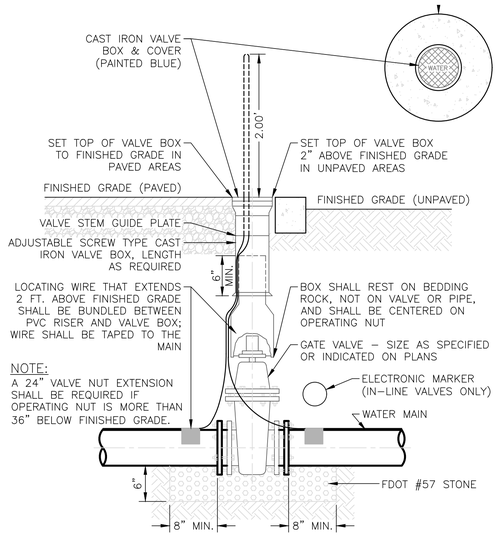


NOTES:
1. DUCTILE IRON PIPE RESEARCH ASSOCIATION
2. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES

NEW SMYRNA BEACH UTILITIES

BLOW OFF VALVE ASSEMBLY

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-04

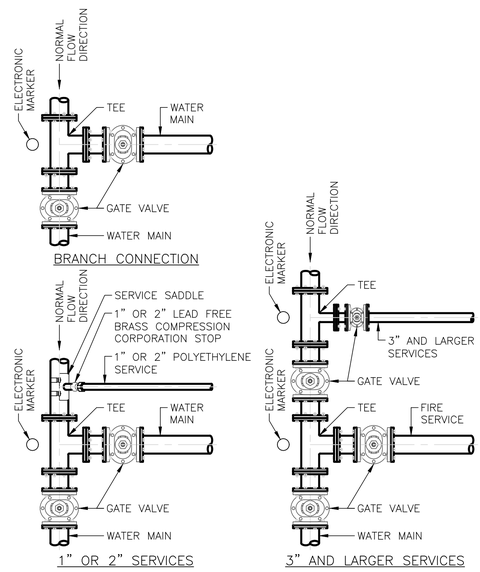


NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

NEW SMYRNA BEACH UTILITIES

GATE VALVE

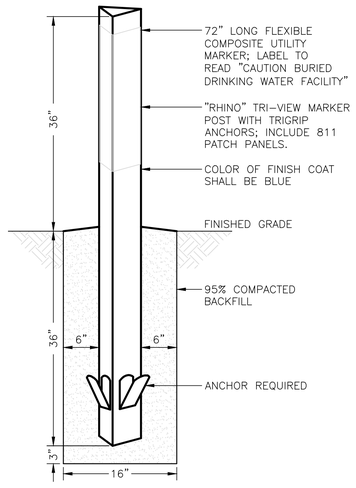
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-05



NEW SMYRNA BEACH UTILITIES

VALVE LAYOUT AT TEES AND SERVICES

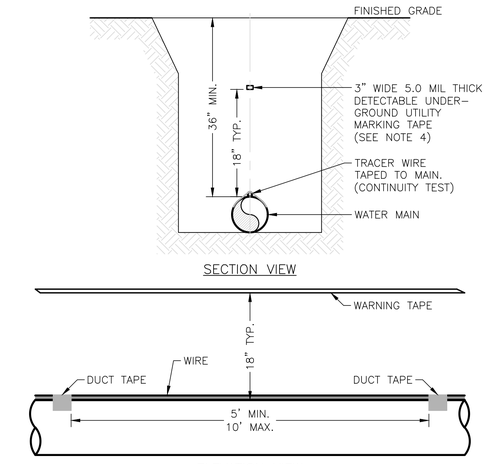
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-08



NEW SMYRNA BEACH UTILITIES

VALVE MARKER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-09

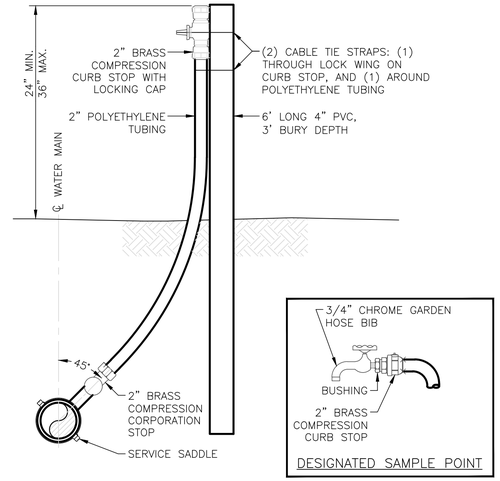


NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-10



NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

NEW SMYRNA BEACH UTILITIES

TEST SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-15

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AMERICUS BEACH, FL 32114
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4569)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

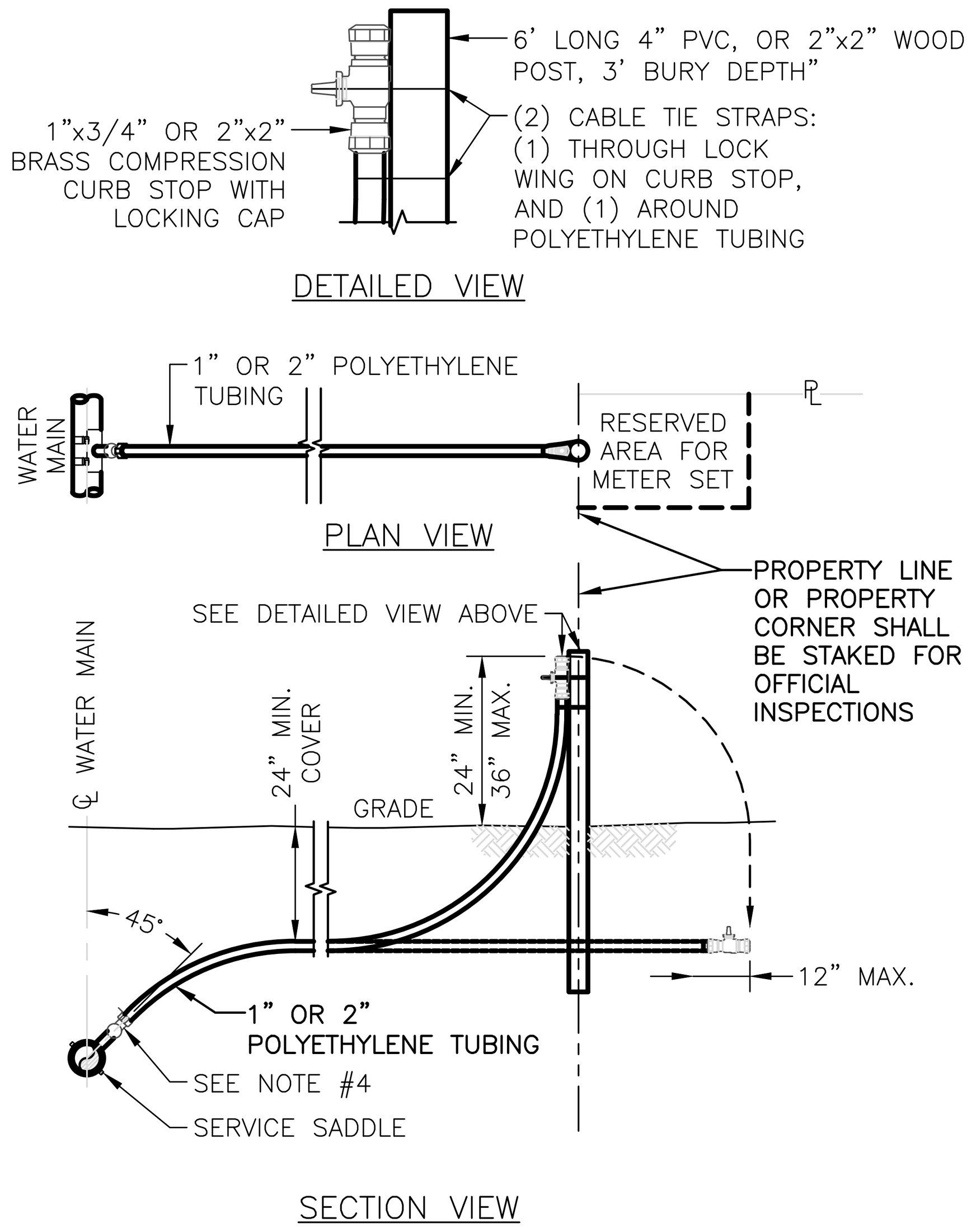
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, o=ZEV COHEN & ASSOCIATES INC, ou=ENGINEERING, email=melia@zevcohen.com, c=US
Date: 2025.07.28 15:52:10 -04'00'

I hereby certify that I am the author of this document. Contract Info: This item has been electronically signed and sealed by Melia L. Russell, PE using a Scroll authentication code.

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

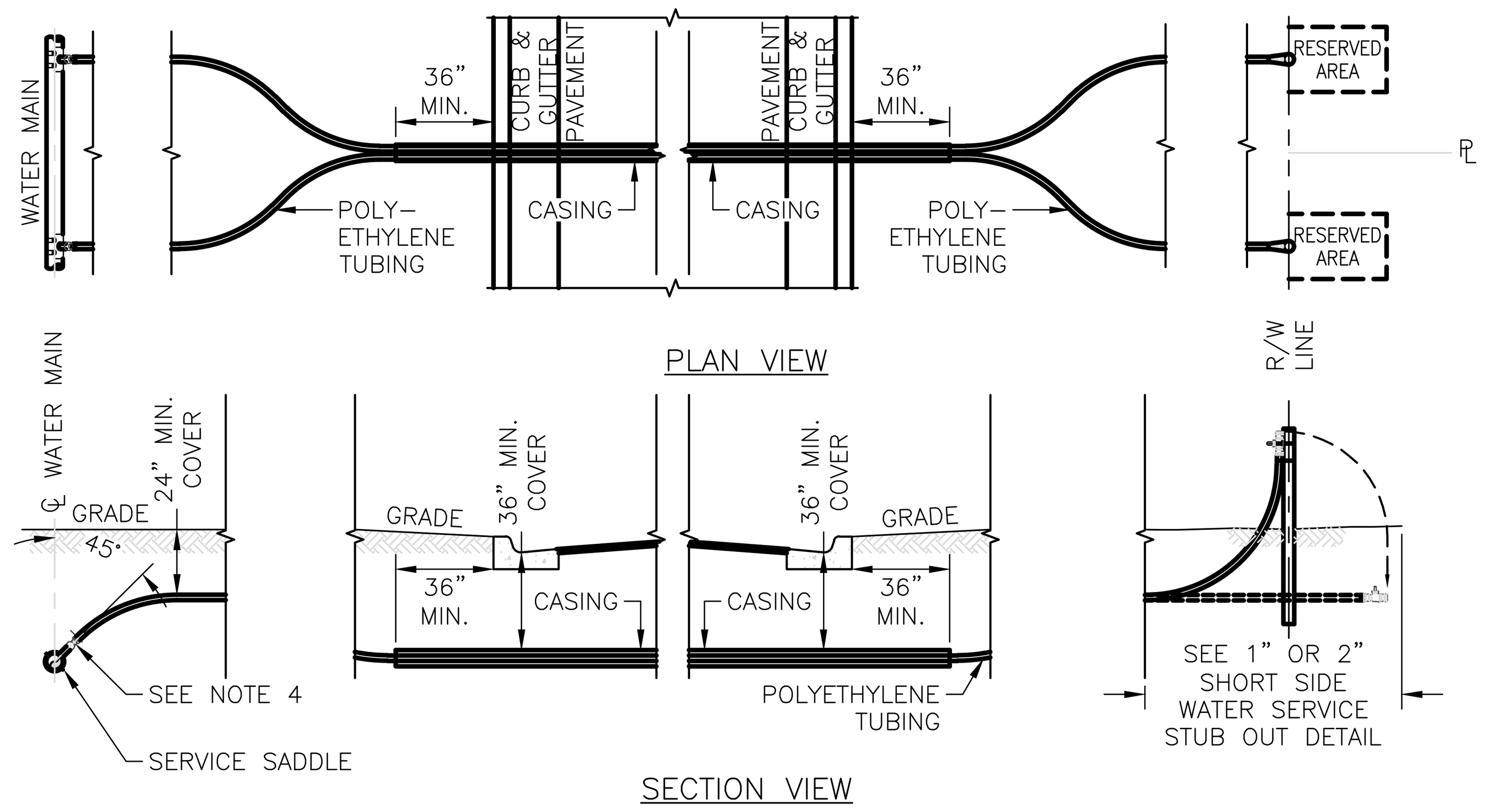
SHEET: C41 OF 47

R:\18169 - SHELL POINTE COVONTIAL ENGINEERING PLANS\CADD\DGS\PHASES 3 & 4\39-47_18169-DET-PH3-4.DWG - PRINTED 7/31/2025 2:41 PM



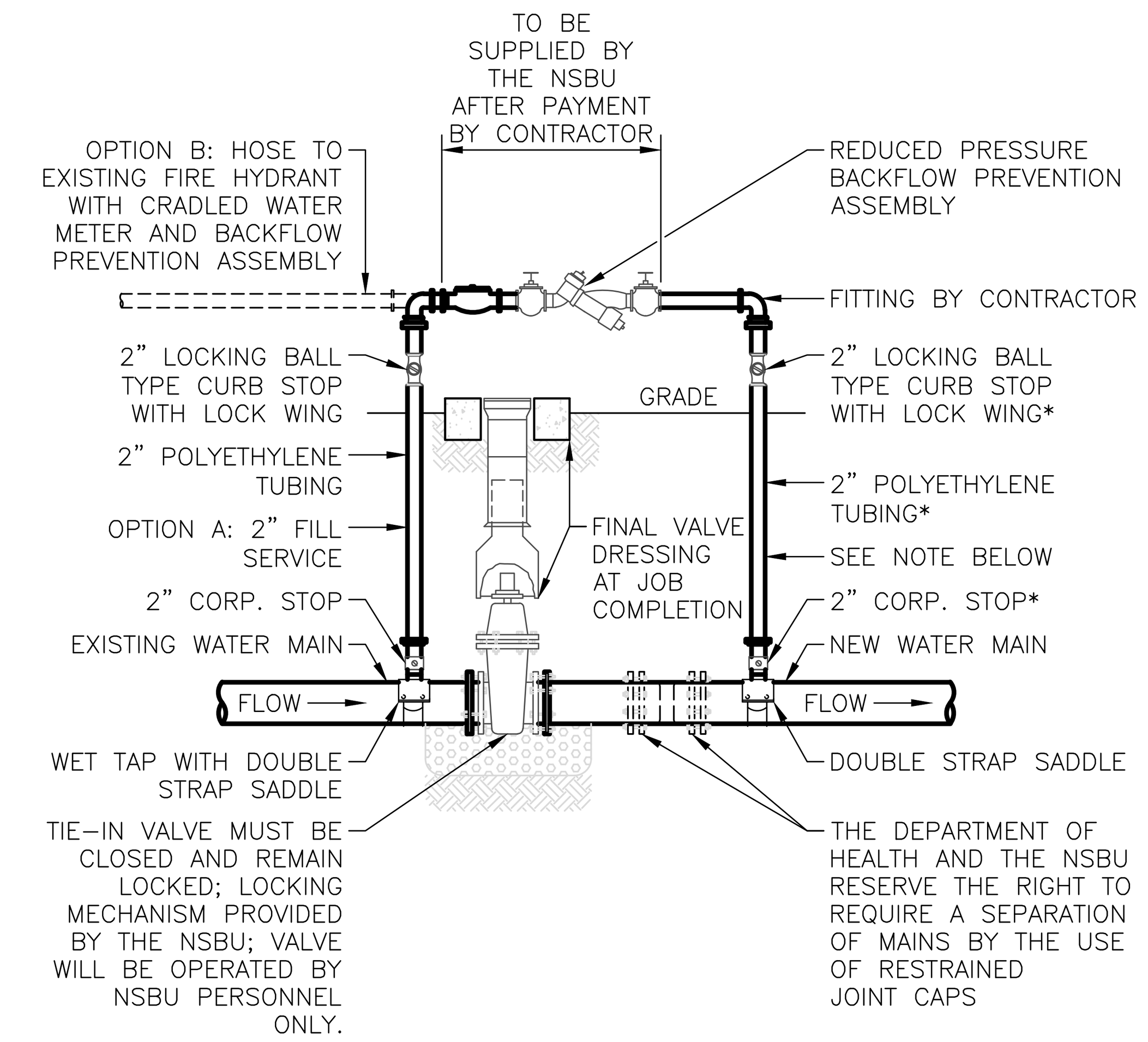
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES
1" OR 2" SHORT SIDE WATER SERVICE STUB OUT
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–16



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

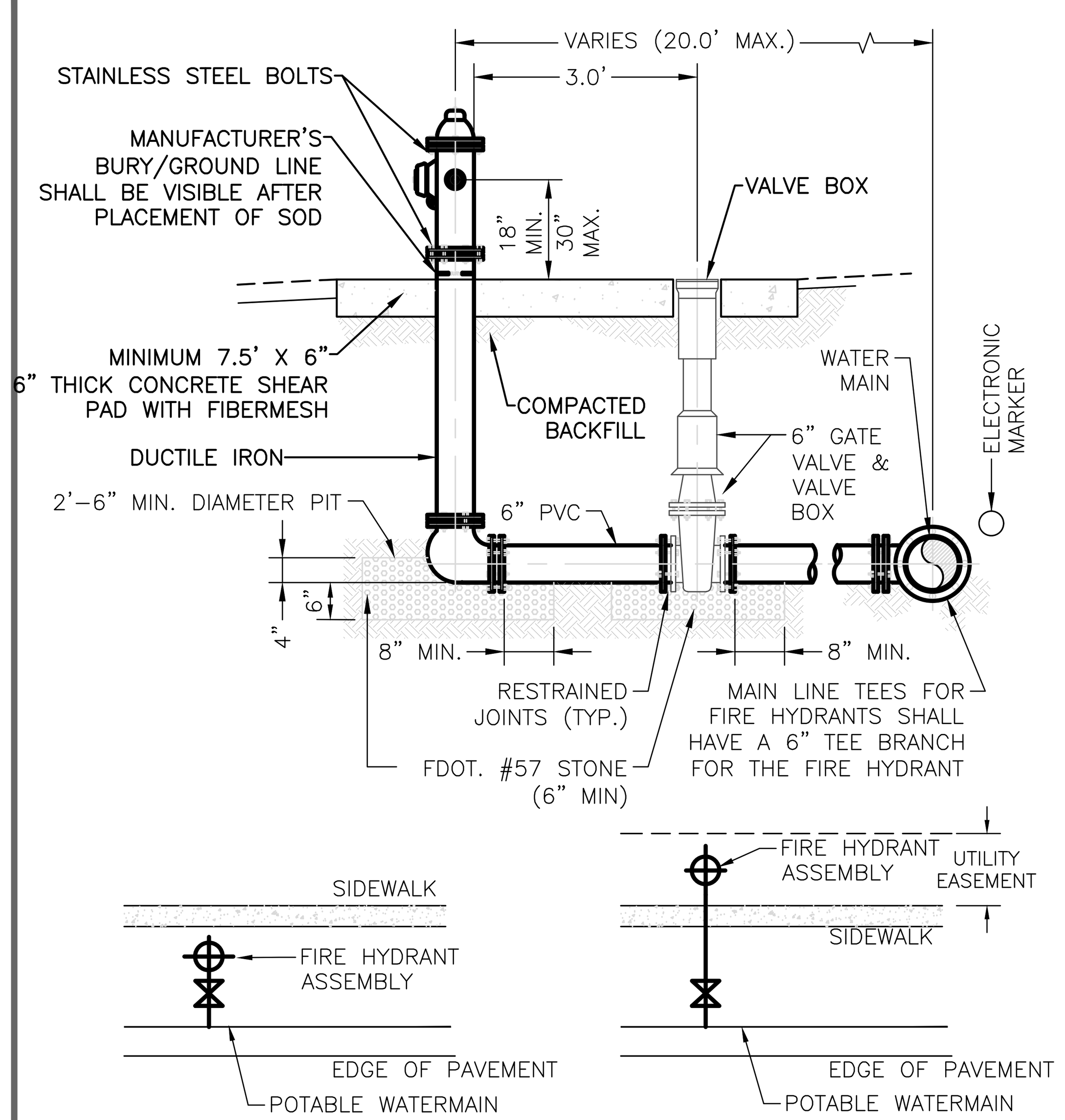
NEW SMYRNA BEACH UTILITIES
1" OR 2" LONG SIDE WATER SERVICE STUB OUT
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–17



* THESE COMPONENTS COMPRISE THE TEST SERVICE.

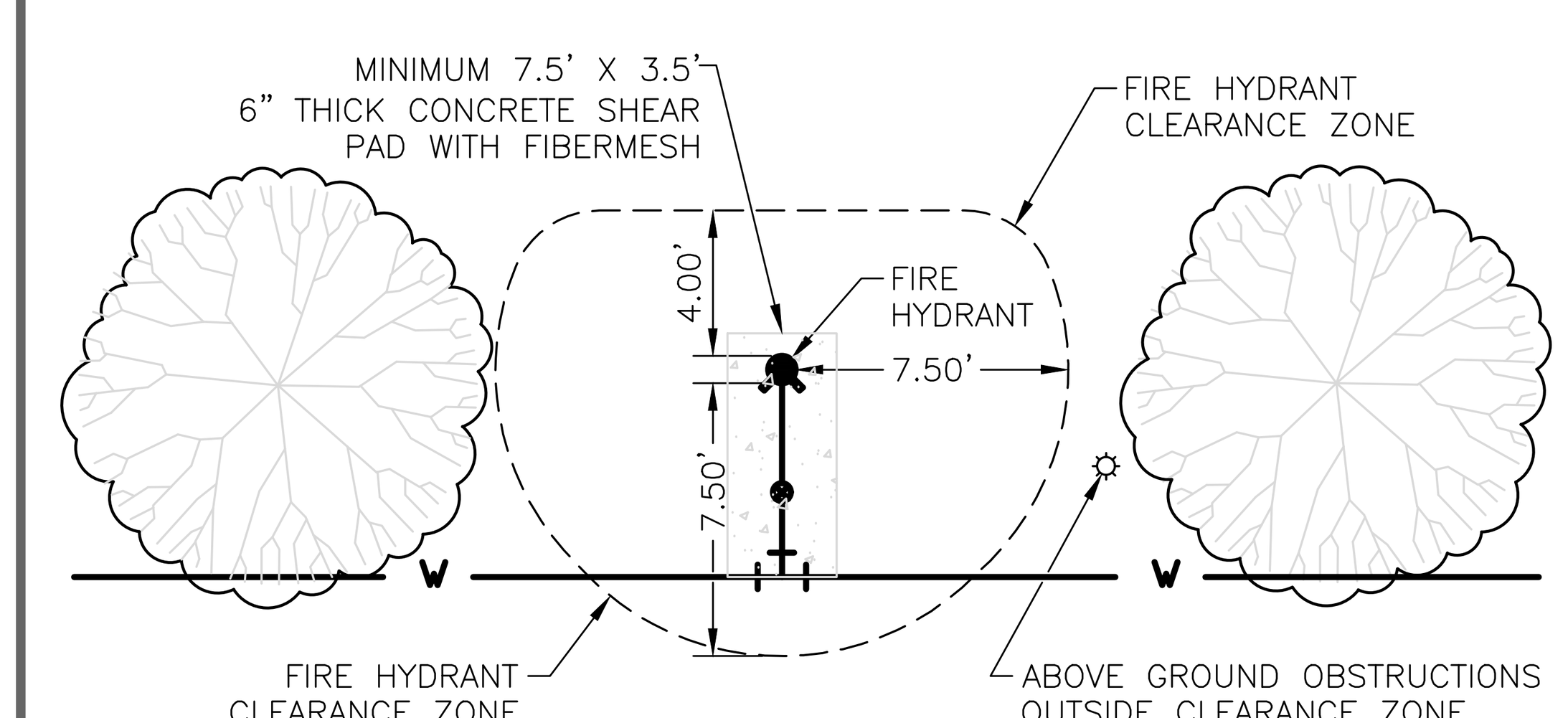
NOTE:
2" TEST SERVICE TO BE STAKED PER TEST SERVICE STUB OUT DETAIL AT JOB COMPLETION.

NEW SMYRNA BEACH UTILITIES
TEMPORARY CONSTRUCTION METER CONNECTION
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–20



NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

NEW SMYRNA BEACH UTILITIES
FIRE HYDRANT ASSEMBLY
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–22



NOTES:
1. CLEAR ZONE: NO ABOVE GROUND OBSTRUCTIONS GREATER THAN 8" IN HEIGHT. GROUND COVER SHALL BE ALLOWED ADJACENT TO THE FIRE HYDRANT.
2. HYDRANT SHALL BE MIN. 3' AWAY FROM THE CURB

NEW SMYRNA BEACH UTILITIES
FIRE HYDRANT CLEARANCE ZONE
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–23

SEPARATION REQUIREMENTS FOR
WATER, WASTEWATER AND RECLAIMED WATER MAINS

	PROPOSED UTILITY											
	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6'	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6'	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'–6'	N/A	N/A	3'–6'	N/A	N/A	3'–6' NOTE 1	N/A	N/A	3'–6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES
UTILITY SEPARATION
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–28

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

TYPE	PIPE SIZE									
	PVC					DIP				
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22–1/2° BEND	4	5	8	9	10	10	11	13	15	17
11–1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25

*SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

NEW SMYRNA BEACH UTILITIES
RESTRAINED PIPE TABLE (WATER AND RECLAIMED WATER MAINS)
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–30

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

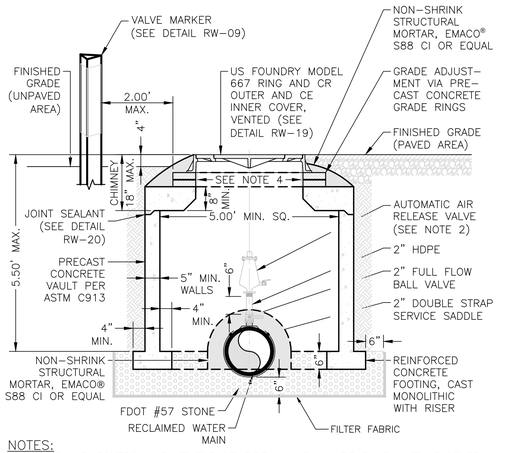
CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

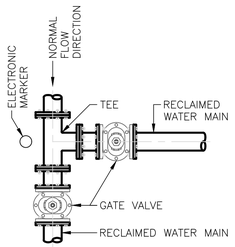
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C42 OF 47

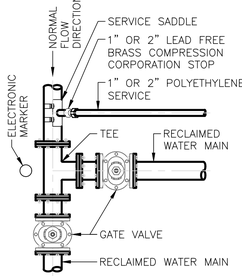


NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. SEE A.R.I. FLOW CONTROL ACCESSORIES CATALOG FOR S-020, 2" THREADED AUTOMATIC AIR RELEASE VALVE CONFIGURATION, OR APPROVED EQUAL.
3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
4. EPOXY MORTAR INSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS FOR A SMOOTH FINISH.
5. FILTER FABRIC SHOULD BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

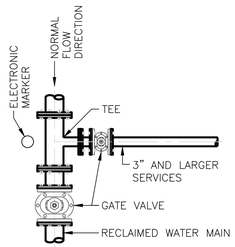
NEW SMYRNA BEACH UTILITIES	
AIR RELEASE VALVE IN CONCRETE VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-03



BRANCH CONNECTION

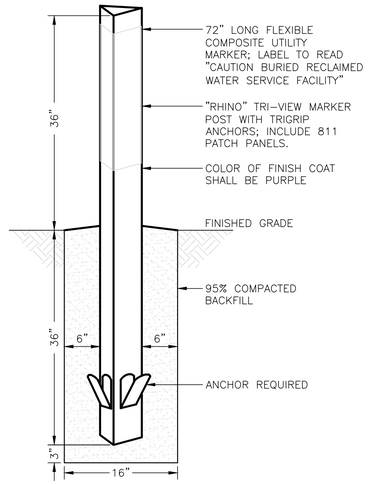


1" OR 2" SERVICES

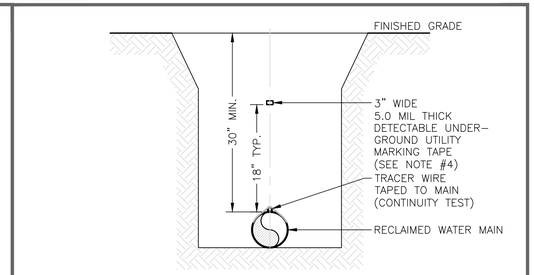


3" AND LARGER SERVICES

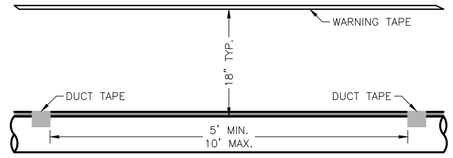
NEW SMYRNA BEACH UTILITIES	
VALVE LAYOUT AT TEES AND SERVICES	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-08



NEW SMYRNA BEACH UTILITIES	
VALVE MARKER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-09



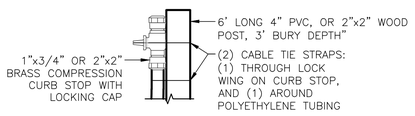
SECTION VIEW



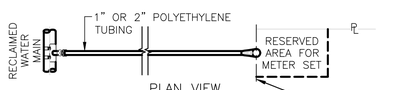
ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

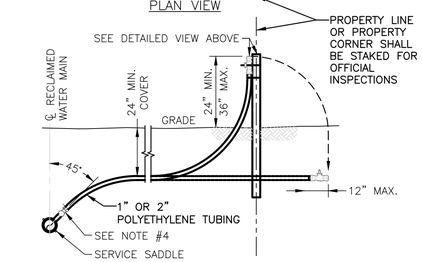
NEW SMYRNA BEACH UTILITIES	
PIPE LOCATING WIRE AND TAPE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-10



DETAILED VIEW



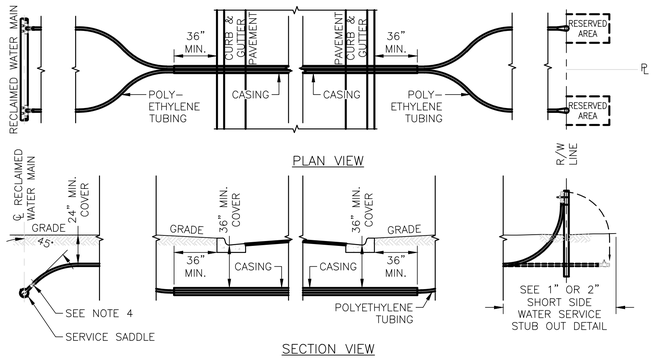
PLAN VIEW



SECTION VIEW

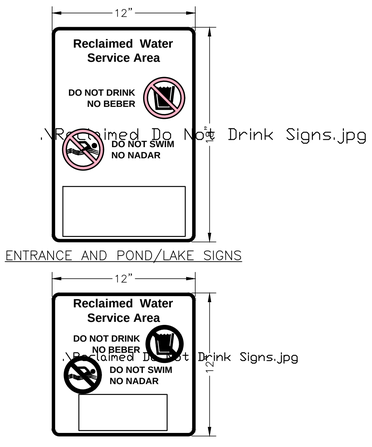
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH RECLAIMED WATER SERVICE TO POST AS SHOWN ABOVE.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES	
SHORT SIDE RECLAIMED WATER SERVICE STUB OUT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-15



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES	
LONG SIDE RECLAIMED WATER SERVICE STUB OUT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-16



ALL OTHER LOCATIONS (E.G., FOUNTAINS)

NOTES:
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

NEW SMYRNA BEACH UTILITIES	
RECLAIMED WATER ADVISORY SIGNS	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-18

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6510)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C43 OF 47

Digitally signed by Melia L Russell
DN: CN=Melia L Russell
Reason: I am approving this document
Location: Florida
Date: 2025.07.18 09:32:39 -04'00'

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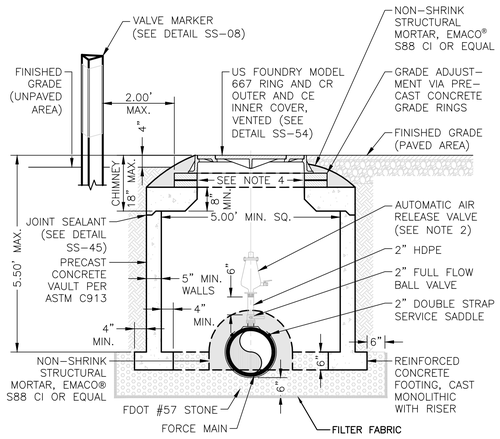
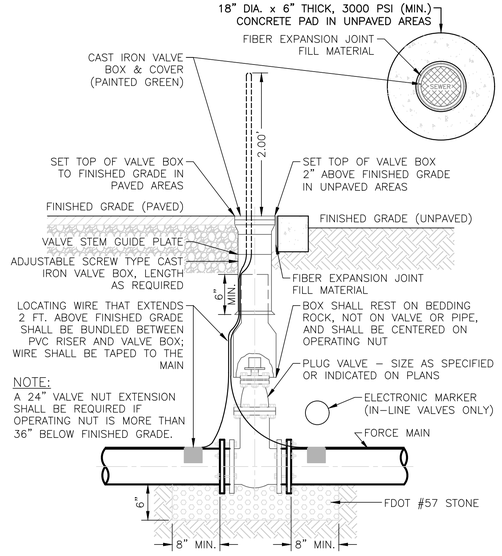


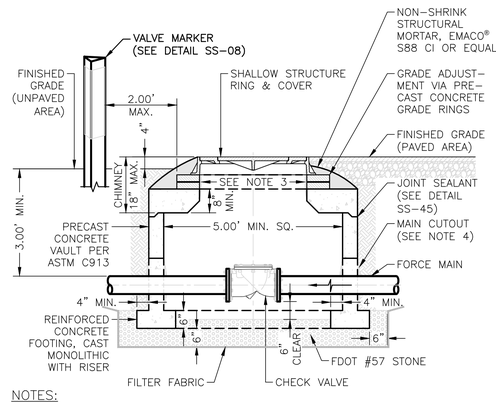
NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. SEE A.R.I. FLOW CONTROL ACCESSORIES CATALOG FOR S-020, 2" THREADED AUTOMATIC AIR RELEASE VALVE CONFIGURATION, OR APPROVED EQUAL.
3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
4. EPOXY MORTAR INSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS FOR A SMOOTH FINISH.
5. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES	
AIR RELEASE VALVE IN CONCRETE VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-03



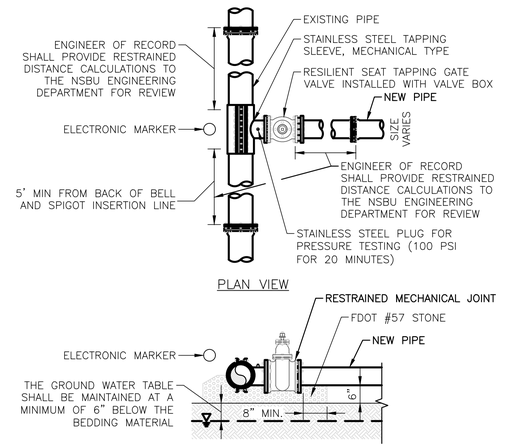
NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

NEW SMYRNA BEACH UTILITIES	
PLUG VALVE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-04



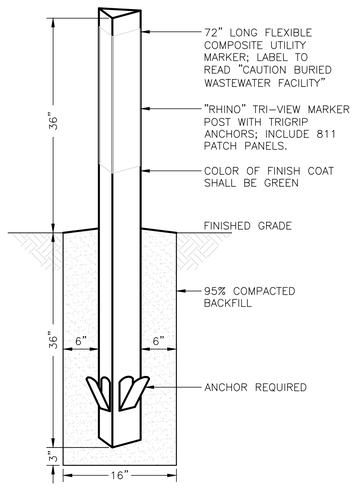
NOTES:
1. CONCRETE VAULT FOR FORCE MAINS 4" IN DIAMETER AND LARGER. FOR FORCE MAINS LESS THAN 4" IN DIAMETER, SEE THE PRIVATE FORCE MAIN CONNECTION DETAIL (SS-14).
2. VAULT SHALL BE SQUARE, DOGHOUSE STYLE WITH A MINIMUM 5'x5' INSIDE AREA AND 6" BASE THICKNESS.
3. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
4. ONLY RUBBER GASKETS MAY BE USED WITH TAPPING AND CHECK VALVES AS WELL AS ALL MECHANICAL JOINTS; PAPER GASKETS ARE NOT PERMITTED.
5. EPOXY MORTAR INSIDE OF CHIMNEY/GRADE RINGS FOR A SMOOTH FINISH.
6. GROUT MAIN CUTOUT WITH NON-SHRINK STRUCTURAL MORTAR, EMACO® S88 CI OR EQUAL.
7. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
8. FILTER FABRIC SHOULD BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES	
CHECK VALVE AND VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-05

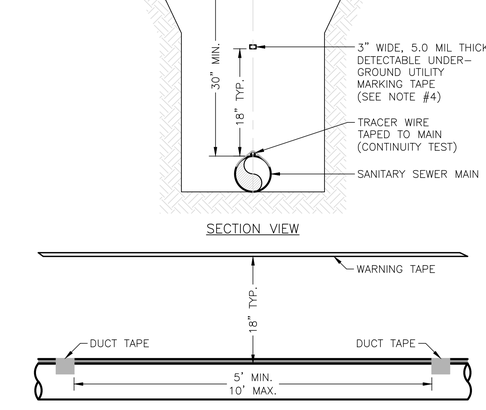


NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

NEW SMYRNA BEACH UTILITIES	
TAPPING SLEEVE AND VALVE (SEWER)	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-06

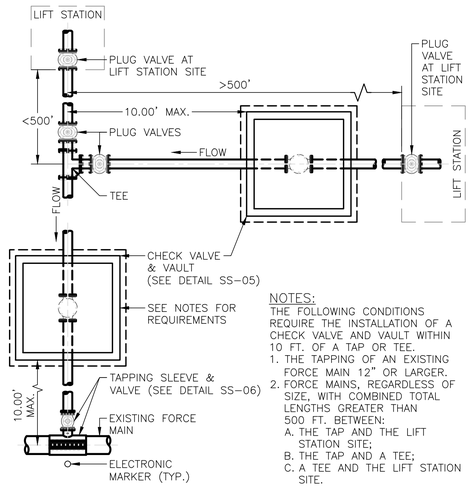


NEW SMYRNA BEACH UTILITIES	
VALVE MARKER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-08



NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER

NEW SMYRNA BEACH UTILITIES	
PIPE LOCATING WIRE AND TAPE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-09



NOTES:
THE FOLLOWING CONDITIONS REQUIRE THE INSTALLATION OF A CHECK VALVE AND VAULT WITHIN 10 FT. OF A TAP OR TEE.
1. THE TAPPING OF AN EXISTING FORCE MAIN 12" OR LARGER.
2. FORCE MAINS, REGARDLESS OF SIZE, WITH COMBINED TOTAL LENGTHS GREATER THAN 500 FT. BETWEEN:
   A. THE TAP AND THE LIFT STATION SITE;
   B. THE TAP AND A TEE;
   C. A TEE AND THE LIFT STATION SITE.

NEW SMYRNA BEACH UTILITIES	
FORCE MAIN VALVE LAYOUT (4" AND GREATER)	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-12

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4593)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
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4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSED PROFESSIONAL ENGINEER No 68357 STATE OF FLORIDA

Digitally signed by Melia L Russell
DN: C=US, E=, O=Zev Cohen & Associates, Inc, CN=Melia L Russell
Reason: I am the author of this document.
Location: Printed copies of this document are not considered signed and sealed and the electronic authentication code must be verified on any electronic copies.
Date: 2025.07.07 20:15:13-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C44 OF 47

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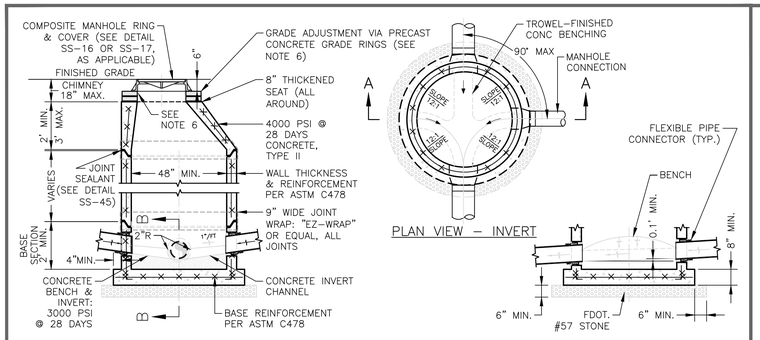
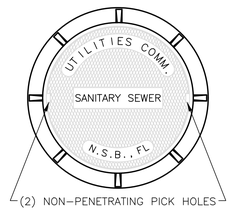
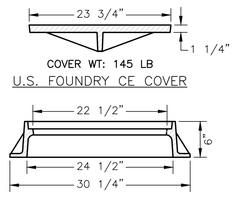


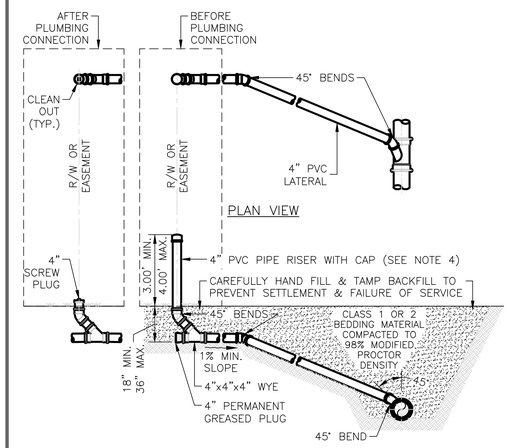
NOTES:
1. PRE-FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE. THE FIRST COAT SHALL BE RED IN COLOR AND THE SECOND COAT SHALL BE GRAY; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.
7. CHANGES IN BENCH FLOW DIRECTION TO BE SMOOTH AND GRADUAL.
8. INVERTS WITH A DROP OF LESS THAN 2 FEET SHALL HAVE A CONCRETE SLIDE.

NEW SMYRNA BEACH UTILITIES	
STANDARD SEWER MANHOLE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-15



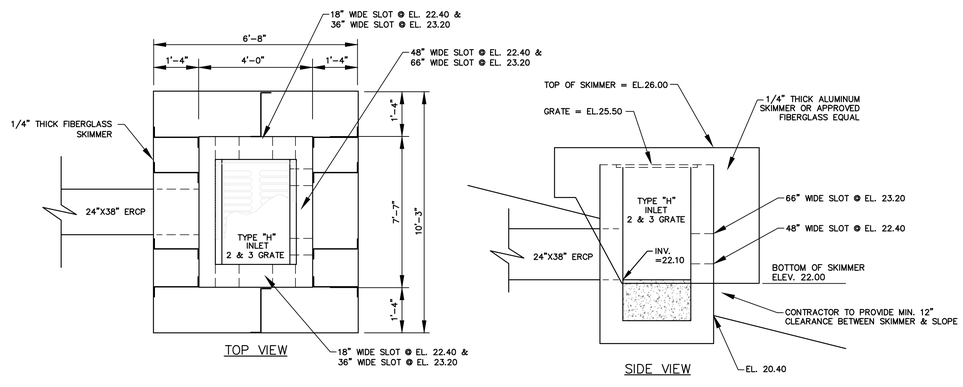


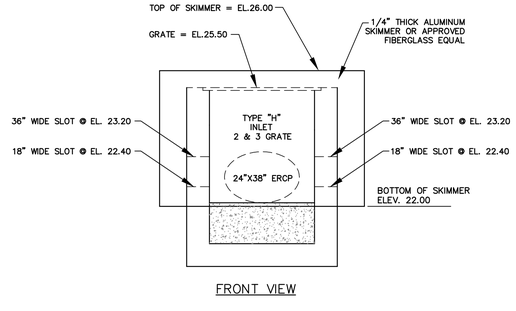
NEW SMYRNA BEACH UTILITIES	
STANDARD MANHOLE RING AND COVER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-16



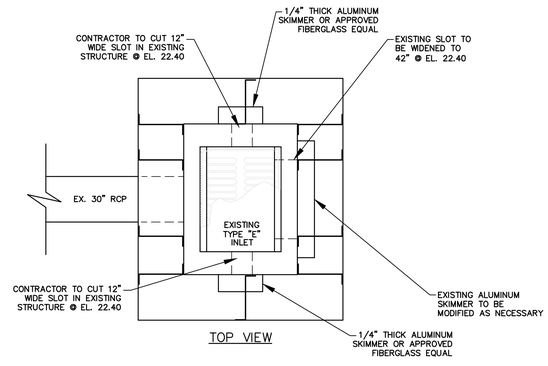
NOTES:
1. 4" LATERAL SHOWN AT A MINIMUM, RESIDENTIAL LATERALS SHALL BE 4" DIAMETER.
2. COMMERCIAL LATERALS SHALL BE 6" DIAMETER.
3. EACH LATERAL SHALL HAVE AN INDIVIDUAL CONNECTION TO THE MAIN.
4. THE 4" PVC PIPE RISER SHALL BE LABELED WITH THE LOT NUMBER ON AN ADHESIVE LABEL.
5. GRAVITY SEWER MAINS AND ASSOCIATED SEWER LATERAL PIPE AND FITTINGS (INCLUDING TEE-WYE FITTINGS) SHALL BE MINIMUM PVC SDR-26.
6. REFER TO "SEWER LATERAL CLEAN OUT" DETAIL FOR MORE INFORMATION.

NEW SMYRNA BEACH UTILITIES	
GRAVITY SANITARY SEWER LATERAL SINGLE FAMILY RESIDENTIAL	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-22

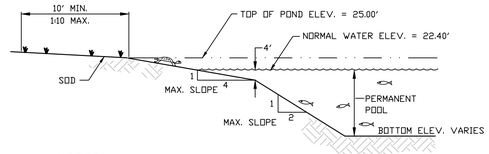




DRAINAGE CONTROL STRUCTURE DCS-15
N.T.S.

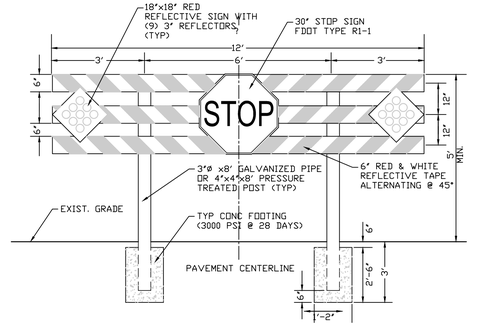


EXISTING DRAINAGE CONTROL STRUCTURE DCS-4 - TO BE MODIFIED
N.T.S.



NOTES:
1. SOD IS TO BE PLACED TO EDGE OF WATER EXCEPT IN LITTORAL PLANTING AREAS.
2. EXTEND LIMITS OF SODDING TO A MINIMUM OF TWO (2') BEYOND TOP OF BANK OR MATCH EXISTING GRADE, WHICHEVER IS GREATER.
3. PERMANENT POOL DEPTH & VOLUME SHALL MEET THE REQUIREMENTS OF THE SJRWMD.

WET POND CROSS-SECTION
NTS



NOTES:
1. STOP SIGN SHALL CONFORM WITH CURRENT FEDERAL, STATE & LOCAL CODES & REGULATIONS.
2. STOP SIGN R1-1 SHALL BE OCTAGONAL IN SHAPE. ALUMINUM SHALL BE A MINIMUM OF 0.80 IN THICKNESS. LEGEND AND BOARDER OF WHITE (RETROREFLECTIVE) AND A BACKGROUND OF RED (RETROREFLECTIVE).
3. LEGEND AND BOARDER SIZES SHALL BE IN ACCORDANCE WITH THE MUTCD AND STANDARD HIGHWAY SIGNS MANUAL, LATEST EDITION, FOR THE SIZE OF SIGN REQUIRED FOR THE APPLICATION.
4. CONCRETE FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I.
5. SIGN SHALL BE MINIMUM 6'-0" CLEAR FROM EDGE OF PAVEMENT.
6. BARRICADE SHALL BE DESIGNED TO WITHSTAND 120 M.P.H. WIND LOAD.

ROAD BARRICADE DETAIL
NTS

ZEV COHEN & ASSOCIATES, INC.
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OWENSBORO, KY 42303
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C45 OF 47

G:\18169 - SHELL POINT CO\CIVIL\FINAL ENGINEERING PLANS\CAD\DWGS\PHASES 3 & 4\39-47_18169-DET-PH3-4.DWG - PRINTED 7/30/2025 2:43 PM

PUMP STATION DATA TABLE

PUMP STATION NUMBER	DISCHARGE PIPE SIZE	INFLUENT PIPE SIZE	INFLUENT PIPE INV.	A	B	C	D	E	F	G	H	J	K	L	M	N	O	S	T	U	V	W	X	Y	Z	GPM*	TDH	HP	VOLT	PHASE	HERTZ
118	4"	10"	12.2'	8"	2'	3'	1.5'	2.5'	2.5'	1.25'	2'	2'	1.25'	6.5'	8"	6'	18"	22.4'	7.36'	8.86'	9.78'	10.7'	11.7'	28.0'	28.17'	195	90.1	11	240	3	60
119	4"	10"	10.75'	8"	2'	3'	1.5'	2.5'	2.5'	1.25'	2'	2'	1.25'	6.5'	8"	6'	18"	22.4'	4.93'	6.43'	7.48'	9.25'	10.25'	28.0'	28.17'	205	106.8	11	240	3	60

* 100 GPM MINIMUM

LS-118 LOAD CALCULATIONS

DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 11 HP EACH	26 A
25% OF LARGEST MOTOR	32.5 A
TOTAL MOTOR LOADS	52 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	84 A

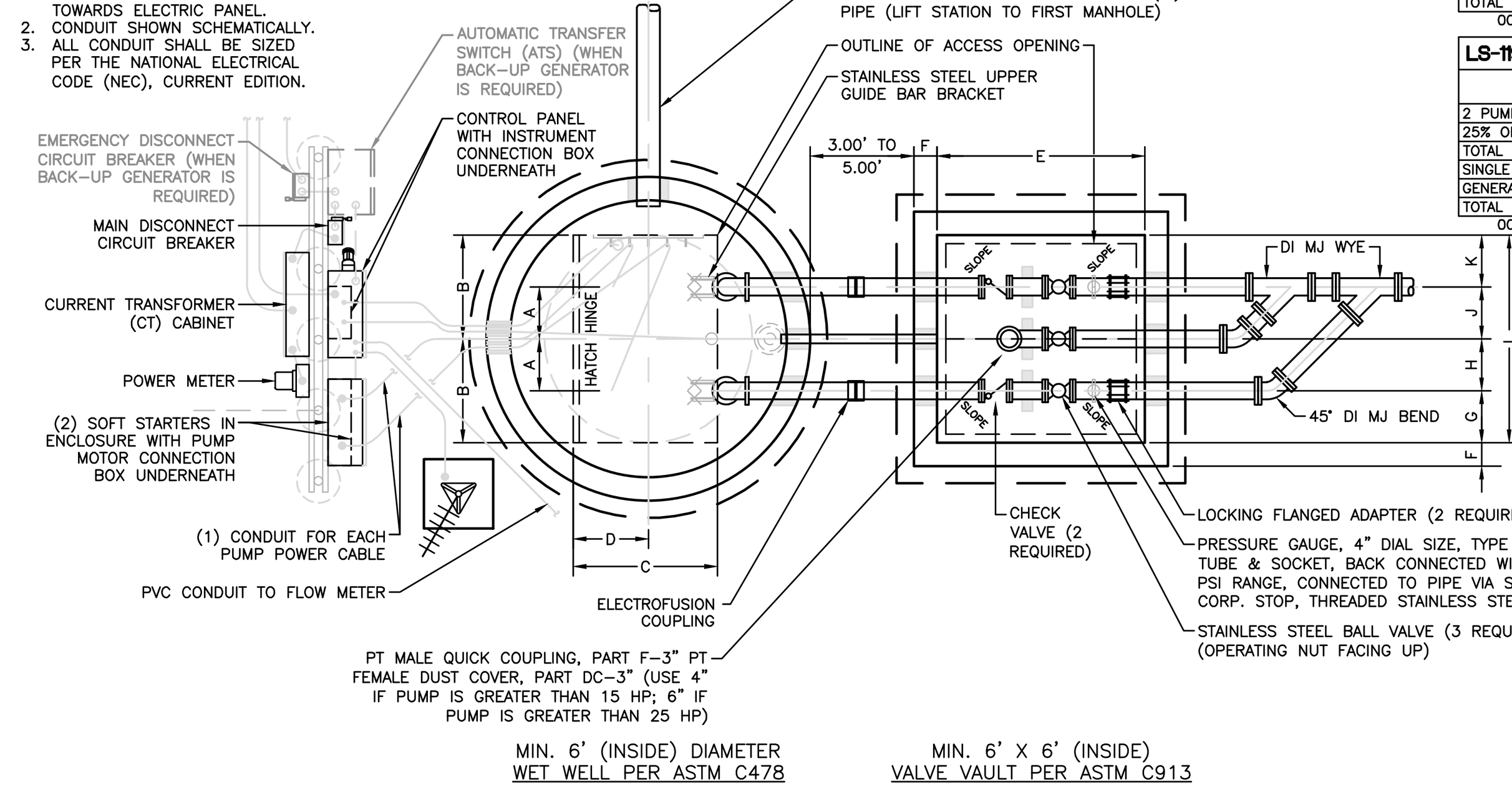
000V, 000A, 3Ø, 4W SERVICE

LS-119 LOAD CALCULATIONS

DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 11 HP EACH	26 A
25% OF LARGEST MOTOR	32.5 A
TOTAL MOTOR LOADS	52 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	84 A

000V, 000A, 3Ø, 4W SERVICE

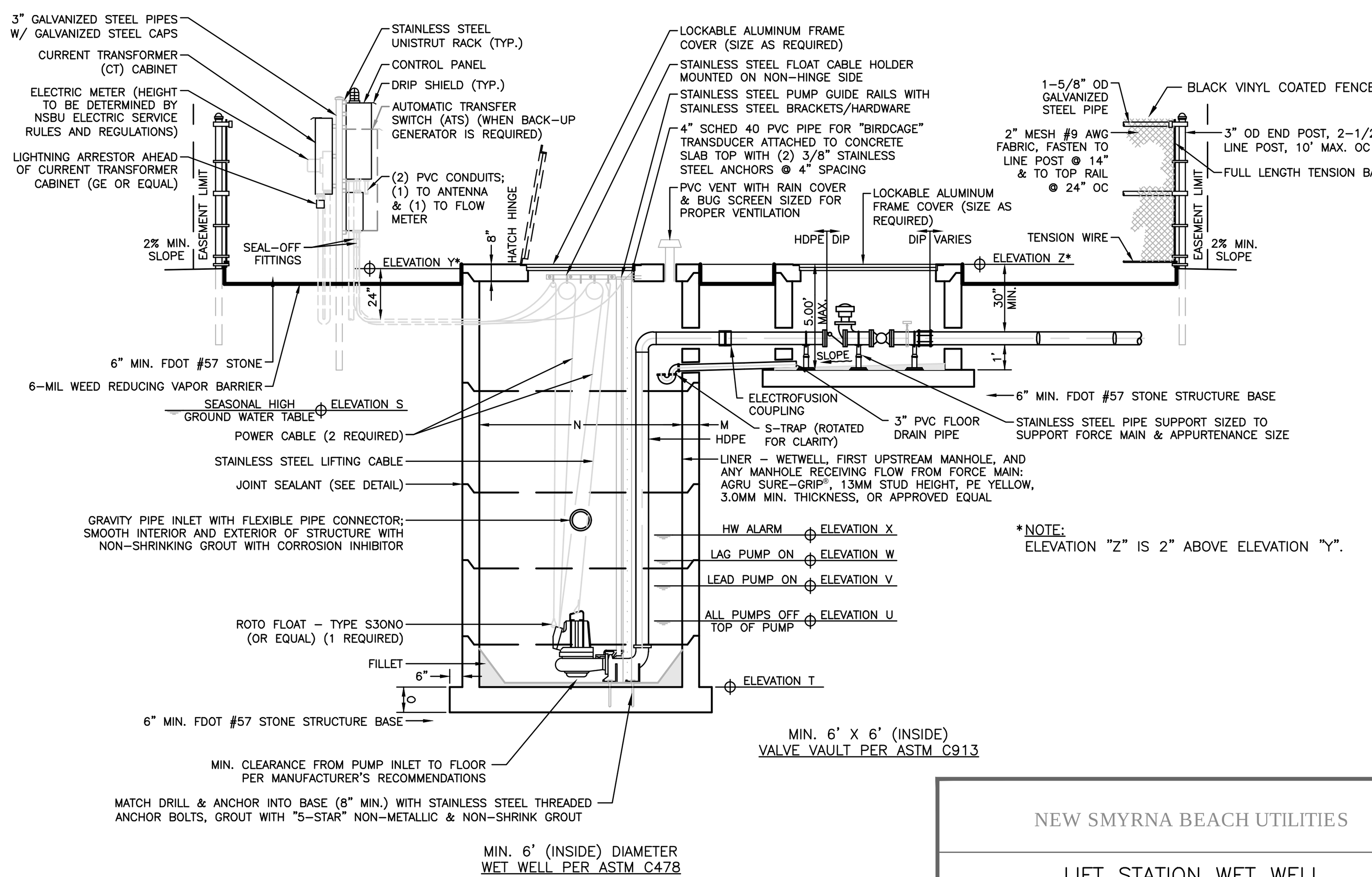
NOTES:
1. WET WELL HATCH SHALL OPEN TOWARDS ELECTRIC PANEL.
2. CONDUIT SHOWN SCHEMATICALLY.
3. ALL CONDUIT SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE (NEC), CURRENT EDITION.



NEW SMYRNA BEACH UTILITIES

LIFT STATION WET WELL
VALVE VAULT PLAN

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-29

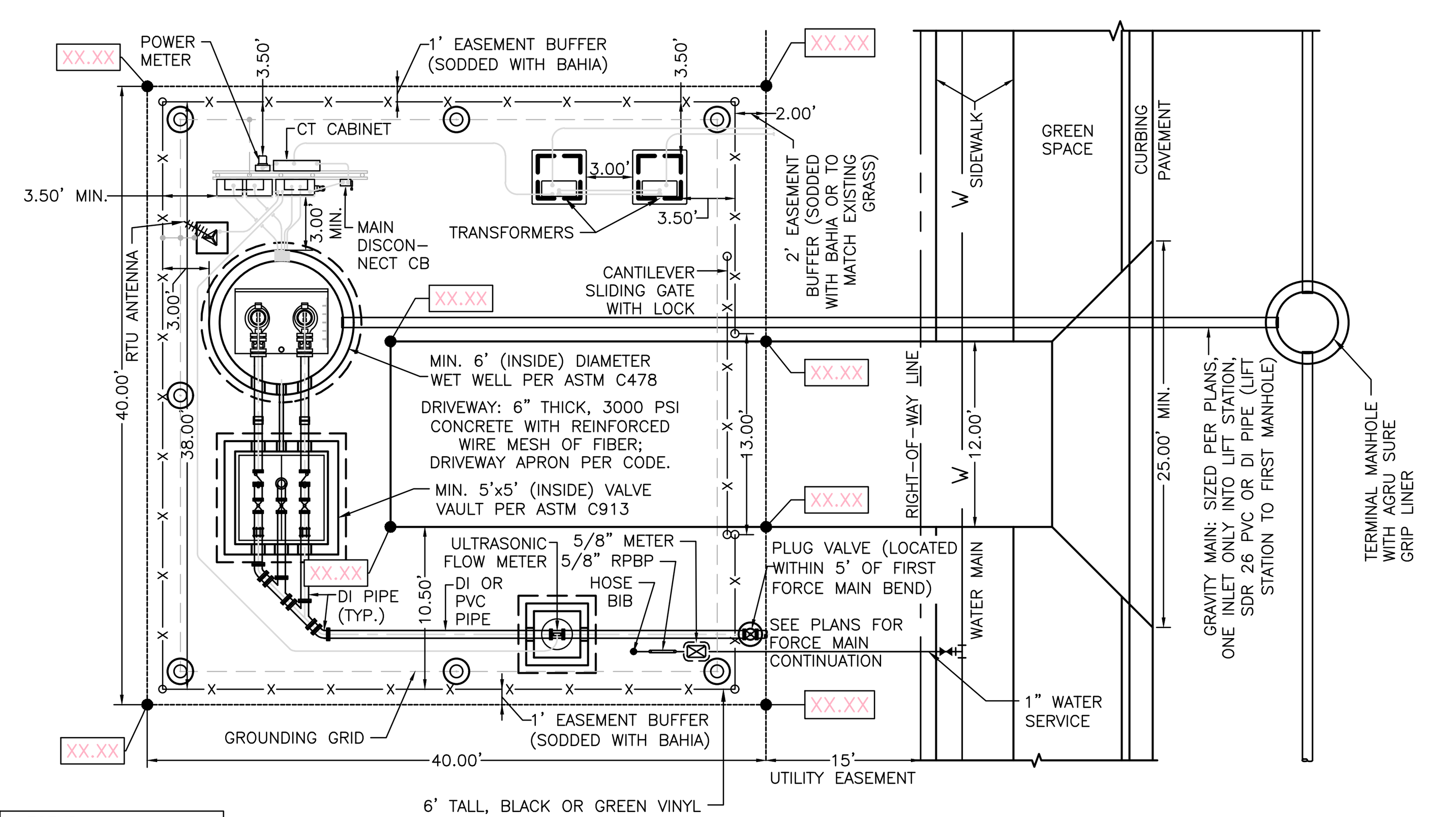


*NOTE:
ELEVATION "Z" IS 2" ABOVE ELEVATION "Y".

NEW SMYRNA BEACH UTILITIES

LIFT STATION WET WELL
VALVE VAULT PROFILE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-30



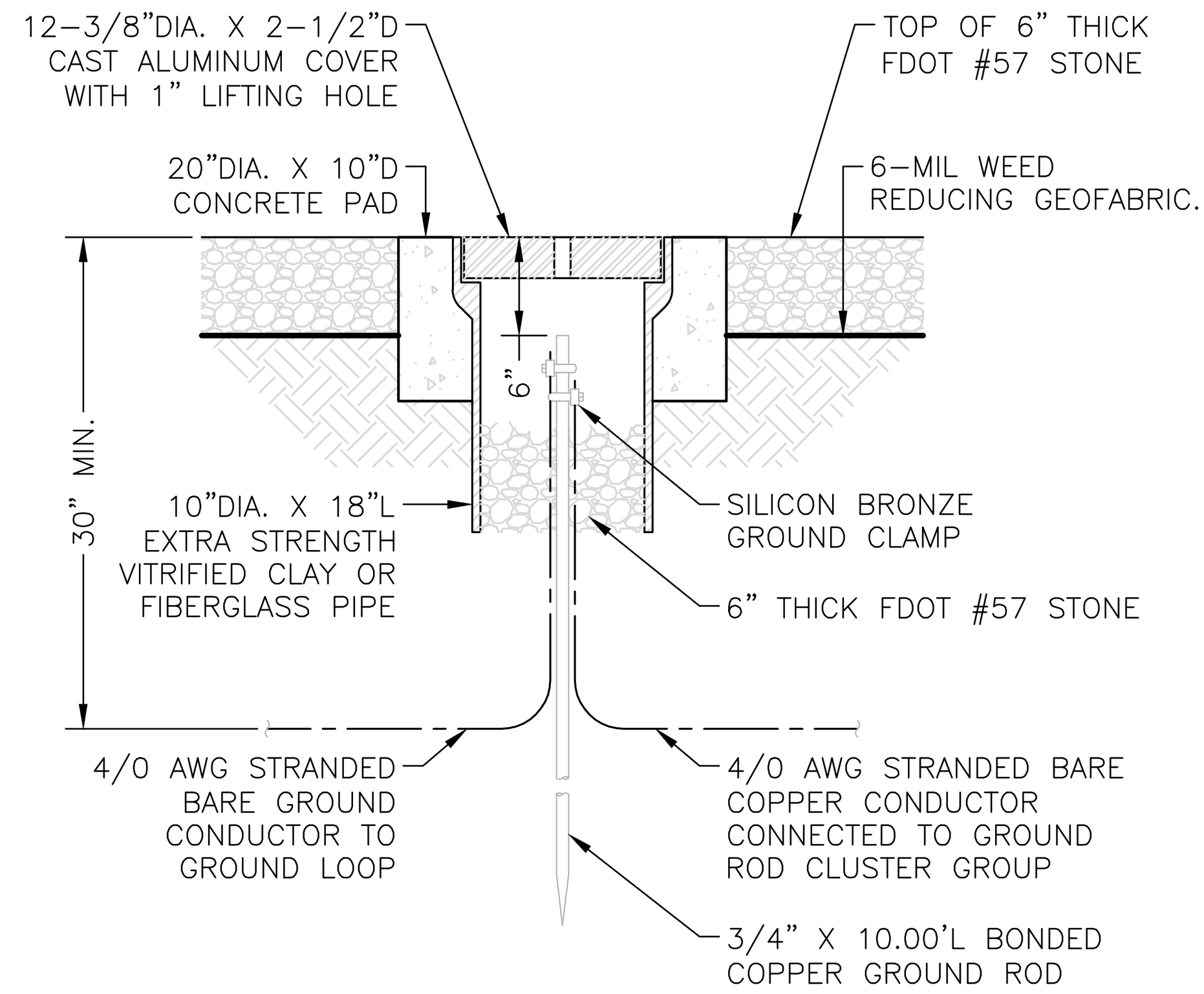
LEGEND	
XX.XX	ELEVATION

NOTE: FENCE TO BE SEPARATED A MINIMUM OF 3'-6" CLEAR DISTANCE FROM ELECTRICAL EQUIPMENT PER THE NATIONAL ELECTRICAL CODE (NEC) ARTICLE 110, LATEST EDITION.

NEW SMYRNA BEACH UTILITIES

LIFT STATION WET WELL
VALVE VAULT PLAN

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-32



NOTE:
REFER TO PROJECT SPECIFICATION FOR MINIMUM SYSTEM RESISTANCE TO GROUND. IF THIS RESISTANCE CANNOT BE MET WITH SINGLE 10.00' RODS, ADD ADDITIONAL SECTIONS TO RODS OR ADD NEW RODS AS REQUIRED, SPACED AT 6.00' TO 10.00' OC.

NEW SMYRNA BEACH UTILITIES

LIFT STATION
GROUND ROD/GROUND LOOP
TEST POINT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-40

NOTE: ALL PARTS LISTED ARE "OR APPROVED EQUAL".

QTY.	ABBR.	DESCRIPTION	MANUFACTURER, PART#
2	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 36X30X12 W/3PT. LATCH
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X30X8 (PUMP CONNECTION BOX)
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X18X8 (INSTR. CONNECTION BOX)
6		DIN RAIL, 1 METER	SCHNEIDER ELECTRIC, 16-700DIN
1	MCB	MAIN CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
1	ECB	EMERGENCY CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
2	PCB1,2	PUMP CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
2	PDPCB	POWER DISTRIBUTION PANEL CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	CCB	CONTROL CIRCUIT BREAKER, 30A	SQUARE D, QOU130
1	LCB	LIGHT CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	DRB	GFDR CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	RTUCB	RTU CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	FMCB	FLOW METER CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	TCB	TFS/TCU CIRCUIT BREAKER, 10A	DFS, 014-0010
2	F4,5	FUSE, 15A	BUSSMANN, FNQR15
2	F6,10	FUSE, 1/4A	BUSSMANN, KLM-1/4
1	XFMR	0KVA, 000V/000V, CONTROL TRANSFORMER	SQUARE D, X
1	GFDR	120V GROUND FAULT DUPLEX RECEPTACLE	HUBBELL, GFR5252IA
1	LS	LIGHT SWITCH & FACE PLATE	HUBBELL, CS1201I & P1
1		PANEL LIGHT	AMERICAN LIGHTING, LXC-2H-WH
1		COOLING FAN	EBM-PAPST, ACI 4420 HH
1		FLASHING ALARM LIGHT	INGRAM PRODUCTS, INC., SBN120AC
1	TCU	TAC PACK TELEMETRY CONTROL UNIT – TCU001	DFS, DFS-00367-011-02
1		WIRE/COMPONENT HARNESS	DFS, DFS-00396-108-02
7	F#	FUSE AND HOLDER, WAGO	DFS, DFS-00271-008-09, 1AMP SLOW BLOW
2	R1,2	RESISTOR BLOCK, 100K, WAGO	DFS, DFS-00271-008-07 (REQ'D FOR 480V)
0	R3,4	RESISTOR BLOCK, 47K, WAGO	DFS, DFS-00271-008-01
2	R3,4	RESISTOR BLOCK, 100K, WAGO	DFS, DFS-00271-008-07
1	TFS	TRANSIENT FILTER SHIELD – TFS001	DFS, DFS-00306-008-01
1		POLYPHASER COAXIAL SURGE PROTECTION KIT	DFS, DFS-00392-008-01
1		BATTERY BACKUP	DFS, DFS-00363-008-02
1		46" RF PIGTAIL	DFS, DFS-00125-008-12
1	SS1	000V SURGE SUPPRESSOR	DITEK, DTK-
1	SS2	120V SURGE SUPPRESSOR (DFS MODEL SPS001)	DITEK, DTK-120HW
1	ISR	INTRINSICALLY SAFE RELAY	ATC DIVERSIFIED, ISO-120-AFA
1	SA	SURGE ARRESTOR	PHOENIX CONTACT, TT-2-PE-24DC, 2838186
1		END COVER FOR SURGE ARRESTOR	PHOENIX CONTACT, 2838995
1	ISB	INTRINSICALLY SAFE BARRIER	DWYER INSTRUMENTS, MTL5041
2		PUMP SPLICER TERMINAL BLOCK	BUSSMANN, 16204-3
30	TB#	TERMINAL BLOCK	SQUARE D, 9080GR6
1		FOLDING LAPTOP SHELF, 18"	SCHAEFER'S ELECTRICAL ENCLOSURES, SP-SHELF18
1	GEN REC	GENERATOR RECEPTACLE	RUSSELLSTOLL, JRSB1044FR
1	FLOAT	ROTO-FLOAT SWITCH	ANCHOR SCIENTIFIC, S30NO
1	BCT	BIRDCAGE® LEVEL TRANSDUCER	BLUE RIBBON CORP., BC001
2	SOST1,2	SOFT STARTER	SOLCON, RVS-DX-##/SQUARE D, ALTISTART ATS22###
1	FM	FLOW METER, ULTRASONIC	CLARK SONIC®, CSLFC

NEW SMYRNA BEACH UTILITIES

LIFT STATION
CONTROL PANEL
ELECTRICAL BILL OF MATERIALS

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-37

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C46 OF 47

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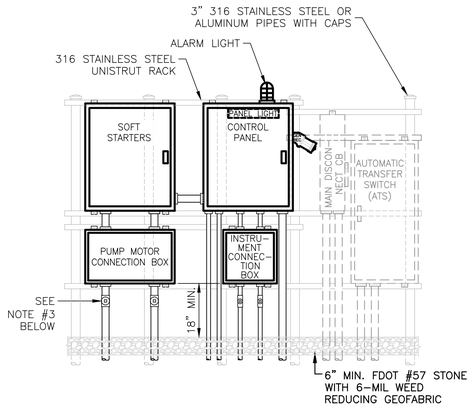
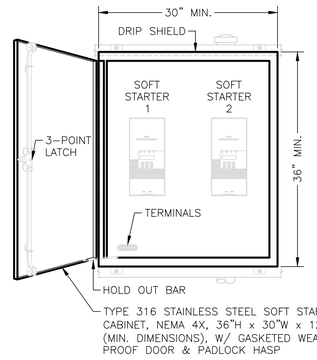


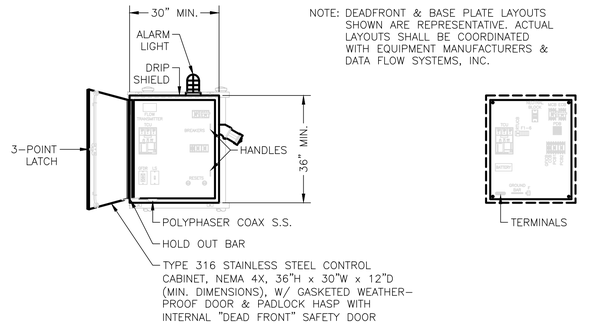
NOTES:
1. ALL MOUNTING HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
2. ALL ENCLOSURES SHALL BE TYPE 316 STAINLESS STEEL, NEMA 4X RATED, WITH GASKETED WEATHERPROOF DOORS.
3. SEAL-OFF CONNECTIONS & CONDUIT CONSTRUCTION FOR ALL CONDUITS PENETRATING INTO THE WET WELL SHALL COMPLY WITH, & BE INSTALLED PER, NEC ARTICLE 501, LATEST EDITION.

NEW SMYRNA BEACH UTILITIES	
LIFT STATION EQUIPMENT RACK (WET WELL SIDE)	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-31



NOTE:
1. DEADFRONT LAYOUT SHOWN IS REPRESENTATIVE. ACTUAL LAYOUT SHALL BE COORDINATED WITH SOLCON RVSS REP ICON TECHNOLOGIES.
2. NSBU ENGINEERING AND LIFT STATION DEPARTMENTS MAY REQUIRE A VFD OVER A SOFT START, WHERE FLOW SUPERSEDES PUMP HORSEPOWER.

NEW SMYRNA BEACH UTILITIES	
LIFT STATION SOFT STARTER PANEL ELEVATION	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-33

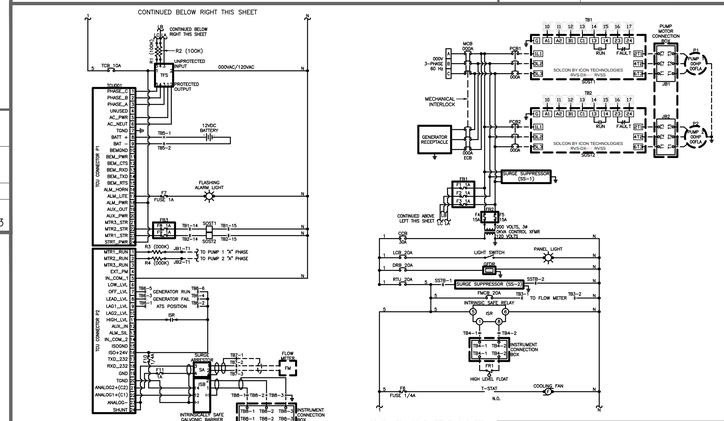


NOTE: DEADFRONT & BASE PLATE LAYOUTS SHOWN ARE REPRESENTATIVE. ACTUAL LAYOUTS SHALL BE COORDINATED WITH EQUIPMENT MANUFACTURERS & DATA FLOW SYSTEMS, INC.

ENCLOSURE & DEADFRONT LAYOUT

BASE PLATE LAYOUT

NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL PANEL ELEVATION	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-34

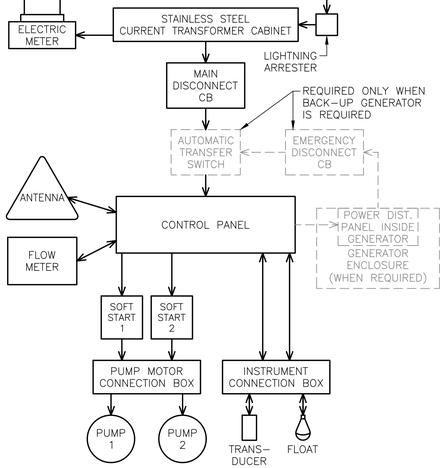


ABBREVIATIONS

A	AMPS	DRB	DUPLEX RECEPTACLE BREAKER	ISR	INTRINSICALLY SAFE RELAY	NO	NORMALLY OPEN
AC	ALTERNATING CURRENT	ECB	EMERGENCY CIRCUIT BREAKER	L1	"A" PHASE LINE	OL	OVERLOAD
ATB	ALARM	FB	FUSE BLOCK	L2	"B" PHASE LINE	PDP	PHASE DISTRIBUTION PANEL
ATS	AUTOMATIC TRANSFER SWITCH	FBM	FUSE BLOCK [NUMBER]	L3	"C" PHASE LINE	PM	PHASE MONITOR
AUX	AUXILIARY	FLA	FULL LOAD AMPS	LCB	LIGHT CIRCUIT BREAKER	PWR	POWER
CB	CIRCUIT BREAKER	FU	FUSE [NUMBER]	LT	LIGHT	R	RECEPTACLE [NUMBER]
D	CONDUIT	FMCB	FLOW METER CIRCUIT BREAKER	MA	MILLIAMPS	RTU	REQUEST TO SEND
DB	CIRCUIT BREAKER	FR	FLOAT REGULATOR	MCB	MAIN CIRCUIT BREAKER	RTS2	REMOTE TERMINAL UNIT
DCB	DUPLEX CIRCUIT BREAKER	GFI	GROUND FAULT DUPLEX RECEPTACLE	MP	MOTOR PROTECTOR	V	VOLTS
COM	COMMON	GND	GROUND	MS	MOTOR STARTER	VA	VOLTS ALTERNATING CURRENT
CTS	CLEAR TO SEND	HP	HORSEPOWER	MTR	MOTOR	VD	VOLTS DIRECT CURRENT
DFS	DATA FLOW SYSTEMS, INC.	ISB	INTRINSICALLY SAFE BARRIER	N	N. NEUT NEUTRAL	VFD	VARIABLE FREQUENCY DRIVE
						XFMR	TRANSFORMER

NOTE: CONTRACTOR SHALL COORDINATE PANEL WIRING AND TERMINATIONS DIRECTLY WITH THE PANEL BUILDER(S), AND THE NON-CLOG SUBMERSIBLE PUMP SUPPLIER.

NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL PANEL WIRING DIAGRAM	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-36



NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL RISER SINGLE LINE DIAGRAM	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-35

120V SCHEDULE SHOWN FOR GENERAL INFO ONLY. CIRCUIT BREAKERS ARE AN INTEGRAL PART OF THE FACTORY ASSEMBLED CONTROL PANEL. SEE SCHEMATIC FOR DETAILS.

CKT	DESCRIPTION	VA	BKR	WIRES	CONDUIT
PCB1,2	PUMP	000	0P-00A	2-#12, 1-#12 GND	INTERNAL
CCB	CONTROL CB/DFS TCU	500	1P-30A	2-#12, 1-#12 GND	INTERNAL
LCB	PUMP CP LIGHT	240	1P-20A	2-#12, 1-#12 GND	INTERNAL
DRB	PUMP CP RECEPTACLE	360	1P-20A	2-#12, 1-#12 GND	INTERNAL
RTU	REMOTE TELEMETRY UNIT	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
FMCB	FLOW METER	100	1P-20A	2-#12, 1-#12 GND	INTERNAL
TCB	TRANSIENT FILTER SHIELD	300	1P-10A	2-#12, 1-#12 GND	INTERNAL
MS1A	PUMP 1 PROTECTION RELAY	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
MS2A	PUMP 2 PROTECTION RELAY	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
F11	FLOW TRANSMITTER	1A	1A FUSE	2-#12, 1-#12 GND	SCH 40 PVC/INTERNAL
	TOTAL	0000			

NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL PANEL SCHEDULE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-38

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWENSBORO BEACH, FL 32754
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=A01410D0000018D5E6E600040000, cn=Melia Lorise Lee Russell
Date: 2025.07.24 15:31:36 -04'00'
Adobe Acrobat version: 2025.001.20601
Reason: I am the author of this document
Location: your signing location here
Contact Info: Melia Lee Russell, P.E. No. 68357
Verify at www.myfloridalicense.com
Use of a digital signature and date acknowledges acceptance of responsibility for its integrity and authenticity as a signed, sealed and dated instrument in accordance with Florida Statute 668.003 and Florida Administrative Code Rule 61G15-23.003.

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C47 OF 47

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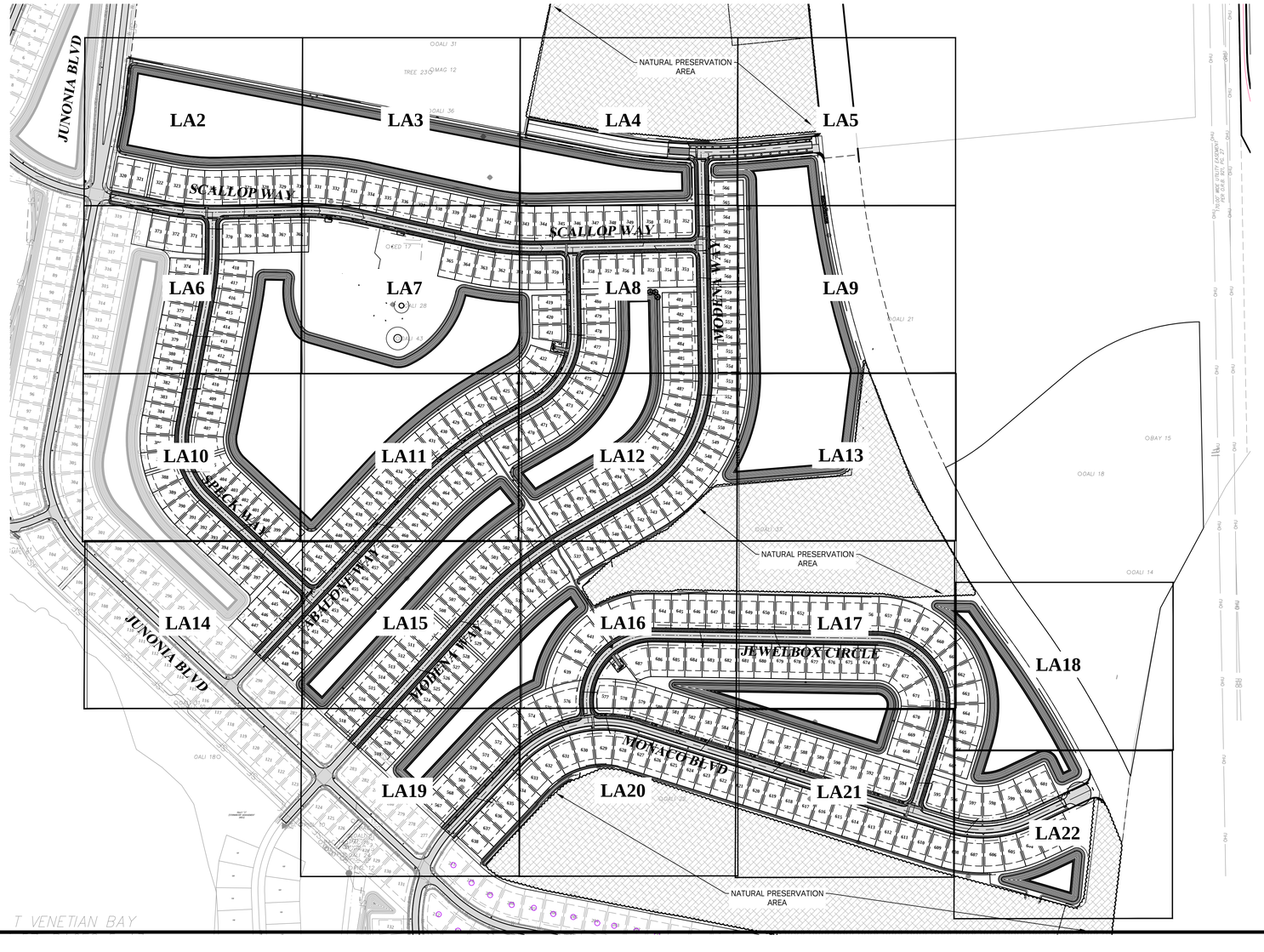
PLANT SCHEDULE

CODE	QTY	LA 10	LA 11	LA 12	LA 13	LA 14	LA 15	LA 16	LA 17	LA 18	LA 19	LA 2	LA 20	LA 21	LA 22	LA 3	LA 4	LA 5	LA 6	LA 7	LA 8	LA 9	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
TREES																												
CV	12									6								2				4	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.		
ED	102		38	10		14	16														24		ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.			FULL TO GROUND
IP	96	37				13				6					2			2	30			6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.		
QL	364			45			37	9			28	9	42	39	24		8		27	37	59		QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.			
QS	14		3	3				8															QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.			
QV	23	2	1	2			4	1	1		2	2				2	2		1		1	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.			
QV2	14									6					1			2				5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.			
QH	22																10	12					QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.			
SB	10	1	2	2			2		1					2									SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.			
TD	174	3	8	1	3		2	43	46	3	4	6	1	19	8	5	10	3		3	3	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.			
PALM TREES																												
SS	106		17	14	5		6	12	3	10		6		3		6	3		3		8	10	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.			
CODE	QTY	LA 10	LA 11	LA 12	LA 13	LA 14	LA 15	LA 16	LA 17	LA 18	LA 19	LA 2	LA 20	LA 21	LA 22	LA 3	LA 4	LA 5	LA 6	LA 7	LA 8	LA 9	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS																												
MC2	198									99								24				75	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	344									129					43			43				129	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS																												
MC	468		20	10				30		153					51			51				153	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	950									441					34			147				328	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	
SOD																												
PNA	516,550 SF							253 SF						68,032 SF	272,931 SF		171,362 SF	3,972 SF					PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			
SSP	41,611 SF					1,337 SF					5,135 SF		9,717 SF		4,583 SF		1,494 SF		8,251 SF	2,985 SF	8,109 SF		STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES



0 100 200 300 400
SCALE : 1" = 200'

811 Know what's below. Call before you dig.

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300 INTERCHANGE BLVD., STE. C
OVIEDO/ORLANDO, FL. 32765
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	06-06-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

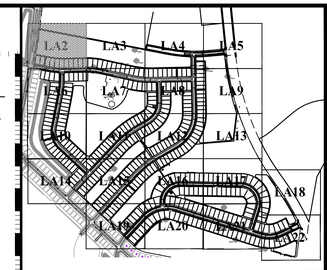
PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: LA1 OF 23

PLANT SCHEDULE LA 2

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	9	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	6	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	6	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP

JUNONIA BLVD

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

3` MULCH RING TYP.

5` MULCH RING TYP.

ST. AUGUSTINE SOD

SCALLOP WAY

320 321 322 323 324 325 326 327 328 329 330

MATCHLINE - SEE SHEET LA3

MATCHLINE - SEE SHEET LA6

0 15 30 45 60

SCALE : 1" = 30'

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4593)

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ARDISIA PARK
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: JES

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CHECKED BY: JES

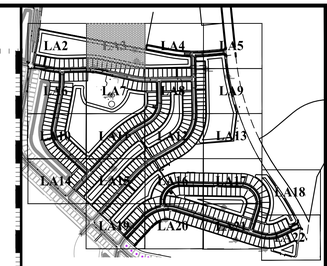
DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO. 6667462
NOT VALID WITHOUT SEAL

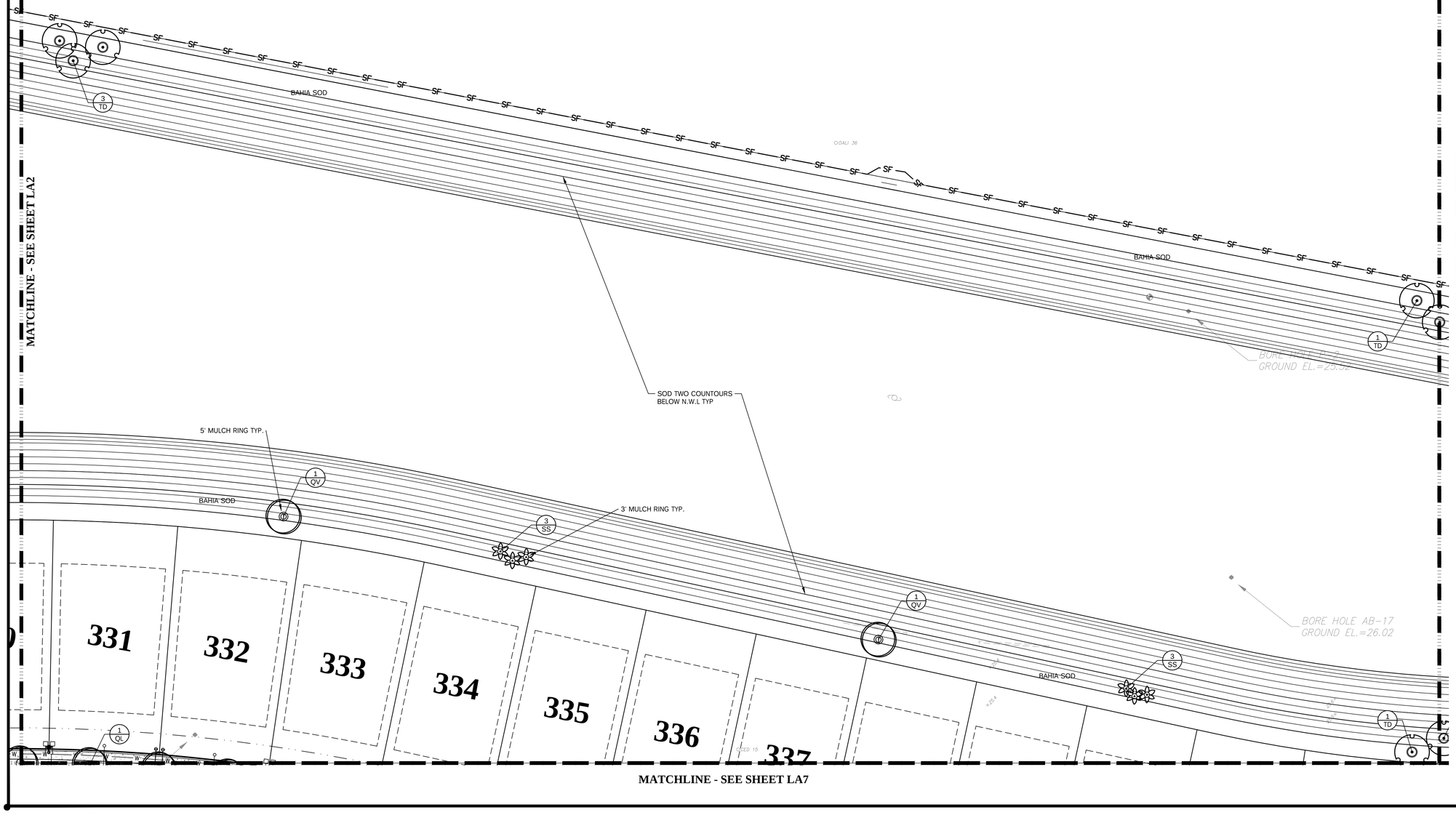
SHEET: LA2 OF 23

PLANT SCHEDULE LA 3

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	6	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP



0 15 30 45 60

SCALE : 1" = 30'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303 (EB-0583)
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)

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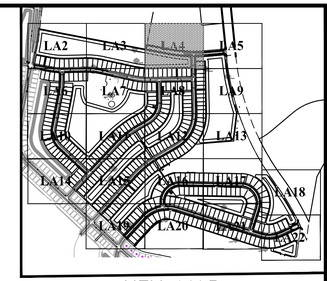
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA3 OF 23

PLANT SCHEDULE LA 4

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	8	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
QH	10	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.	
TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
PNA	171,362 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---		
SSP	1,494 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

MATCHLINE - SEE SHEET LA3

NATURAL PRESERVATION AREA

MATCHLINE - SEE SHEET LA5

SF

2 TD

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP.

5' MULCH RING TYP.

3' MULCH RING TYP.

1 QV

3 SS

3 TD

4 QL

4 QH

ST. AUGUSTINE SOD

LIMPET WAY

MODENA WAY

566

565

MATCHLINE - SEE SHEET LA8

0 15 30 45 60

SCALE : 1" = 30'

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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
(EB 6583)

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CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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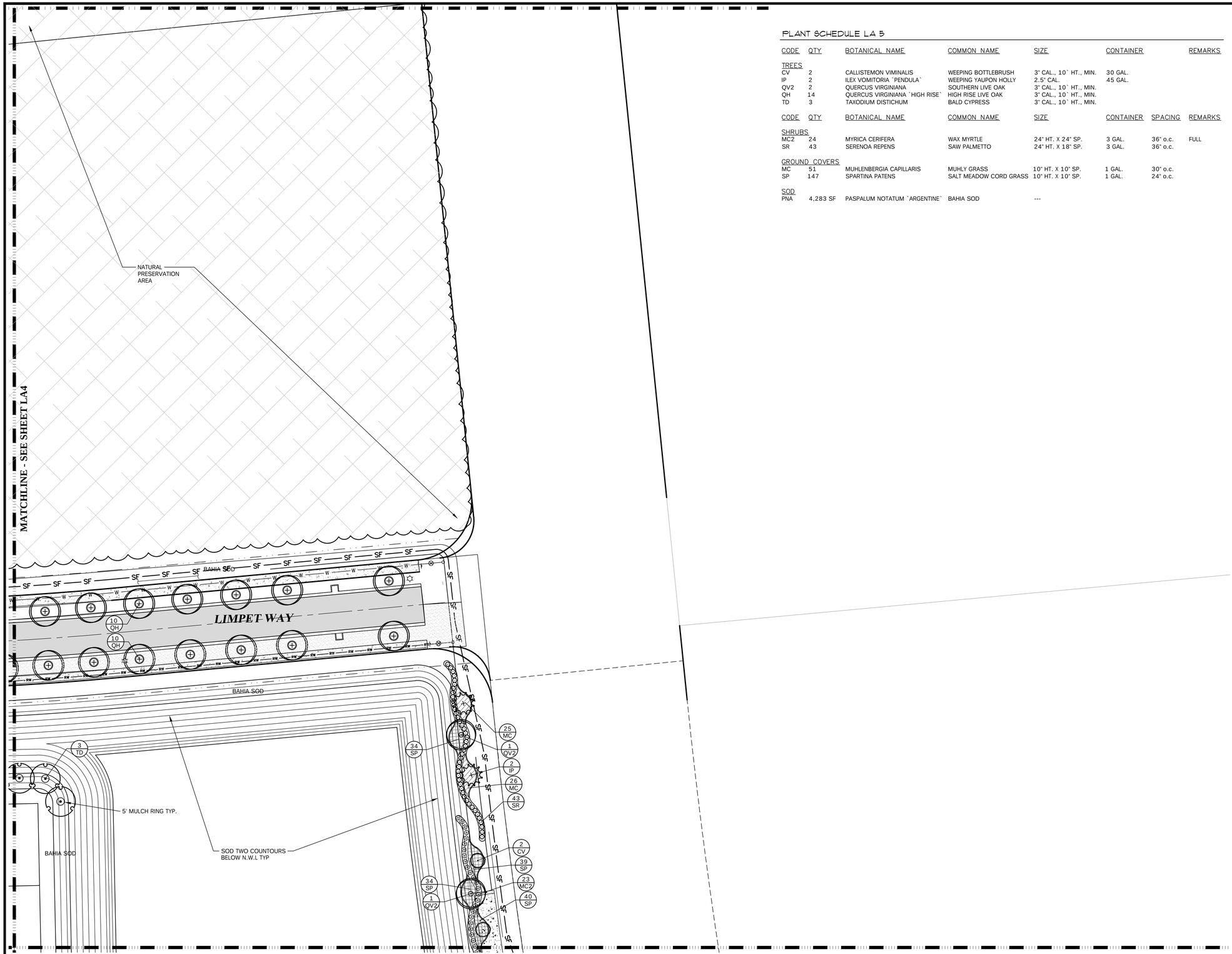
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

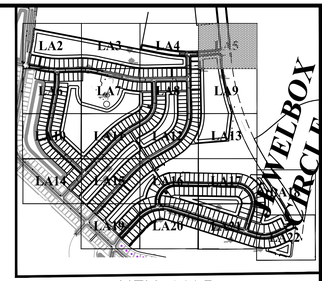
SHEET: LA4 OF 23



PLANT SCHEDULE LA 5

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
CV	2	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.	
IP	2	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV2	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
QH	14	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
MC2	24	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	43	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	51	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	147	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	
SOD							
PNA	4,283 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

0 15 30 45 60

SCALE : 1" = 30'

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TRANSPORTATION
(LC 42)
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ARDISIA PARK
PHASE 3 & 4
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LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

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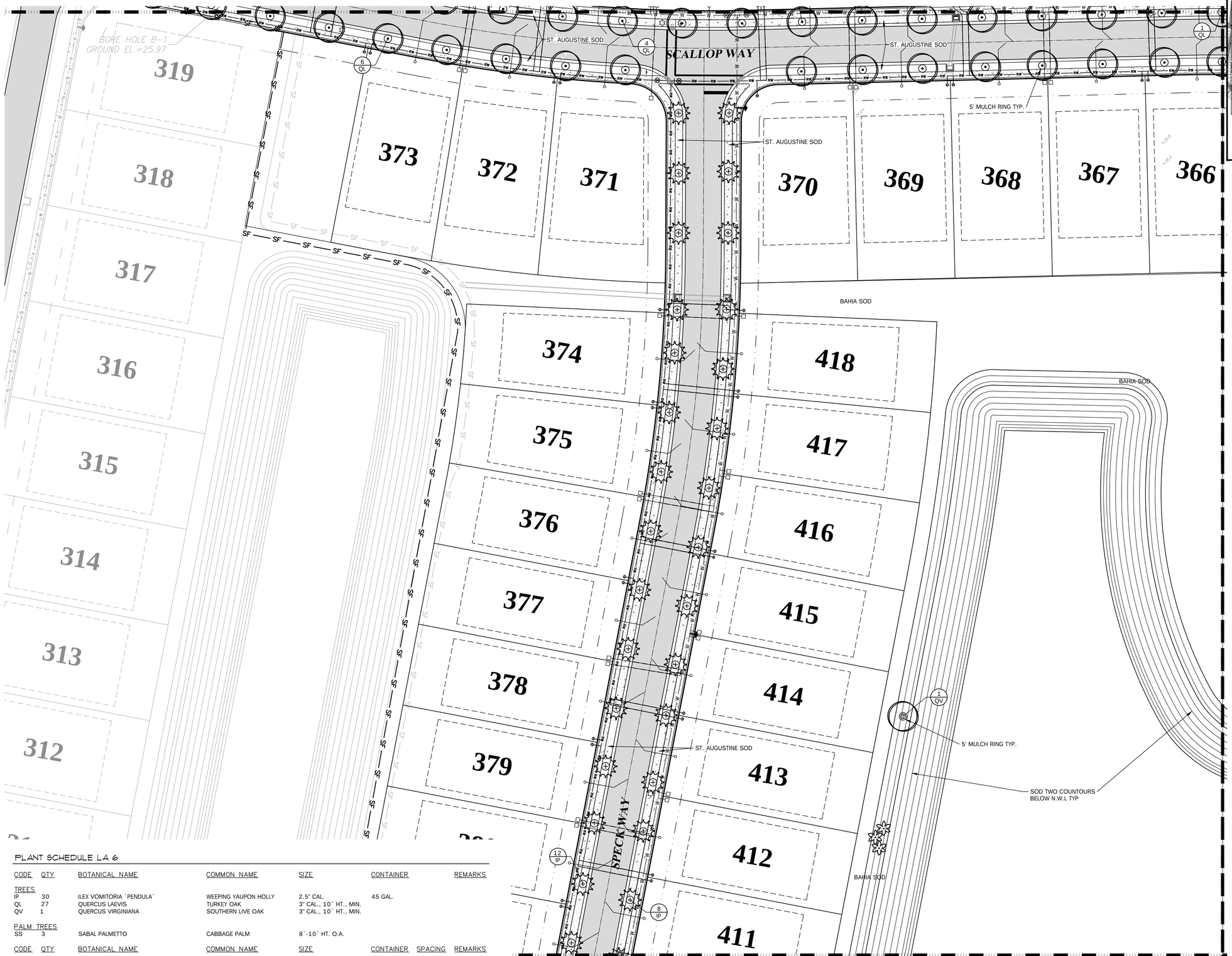
XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

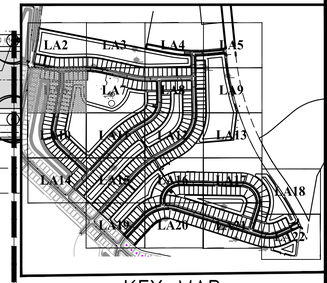
SHEET: LA5 OF 23

MATCHLINE - SEE SHEET LA2



MATCHLINE - SEE SHEET LA7

MATCHLINE - SEE SHEET LA10



KEY MAP

PLANT SCHEDULE LA 6

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
IP	30	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QL	27	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SOD							
SSP	8,251 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

0 15 30 45 60

SCALE : 1" = 30'

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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4318)

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ARDISIA PARK PHASE 3 & 4
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LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO 6667462
NOT VALID WITHOUT SEAL

SHEET: LA6 OF 23

MATCHLINE - SEE SHEET LA3

338 339 340 341 342

365 364 363 362 361

SCALLOP WAY

ST. AUGUSTINE SOD

ST. AUGUSTINE SOD

ST. AUGUSTINE SOD

5' MULCH RING TYP.

1 QL

16 QL

4 QL

3 TD

BORE HOLE B-13
GROUND EL.=24.85

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

TREES TO REMAIN

MATCHLINE - SEE SHEET LA6

MATCHLINE - SEE SHEET LA8

MATCHLINE - SEE SHEET LA11

KEY MAP

LA1 LA2 LA3 LA4 LA5 LA6 LA7 LA8 LA9 LA10 LA11 LA12 LA13 LA14 LA15 LA16 LA17 LA18 LA19 LA20 LA21 LA22

PLANT SCHEDULE LA 7

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
TREES						
QL	37	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	2,985 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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(LC 42)
(EB 6583)

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XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

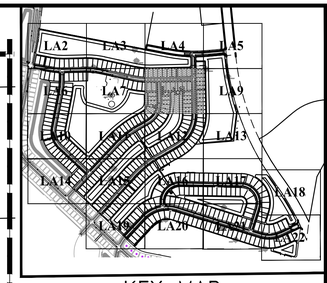
MATCHLINE - SEE SHEET LA4

MATCHLINE - SEE SHEET LA4

PLANT SCHEDULE LA 8

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
ED	24	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.	FULL TO GROUND
QL	59	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	8	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	8,109 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		



KEY MAP

SCALLOP WAY

ABALONE WAY

MODENA WAY

ST. AUGUSTINE SOD

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

MATCHLINE - SEE SHEET LA7

MATCHLINE - SEE SHEET LA9

MATCHLINE - SEE SHEET LA12

0 15 30 45 60

SCALE : 1" = 30'

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TRANSPORTATION
(LC 42)
(EB 4358)

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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
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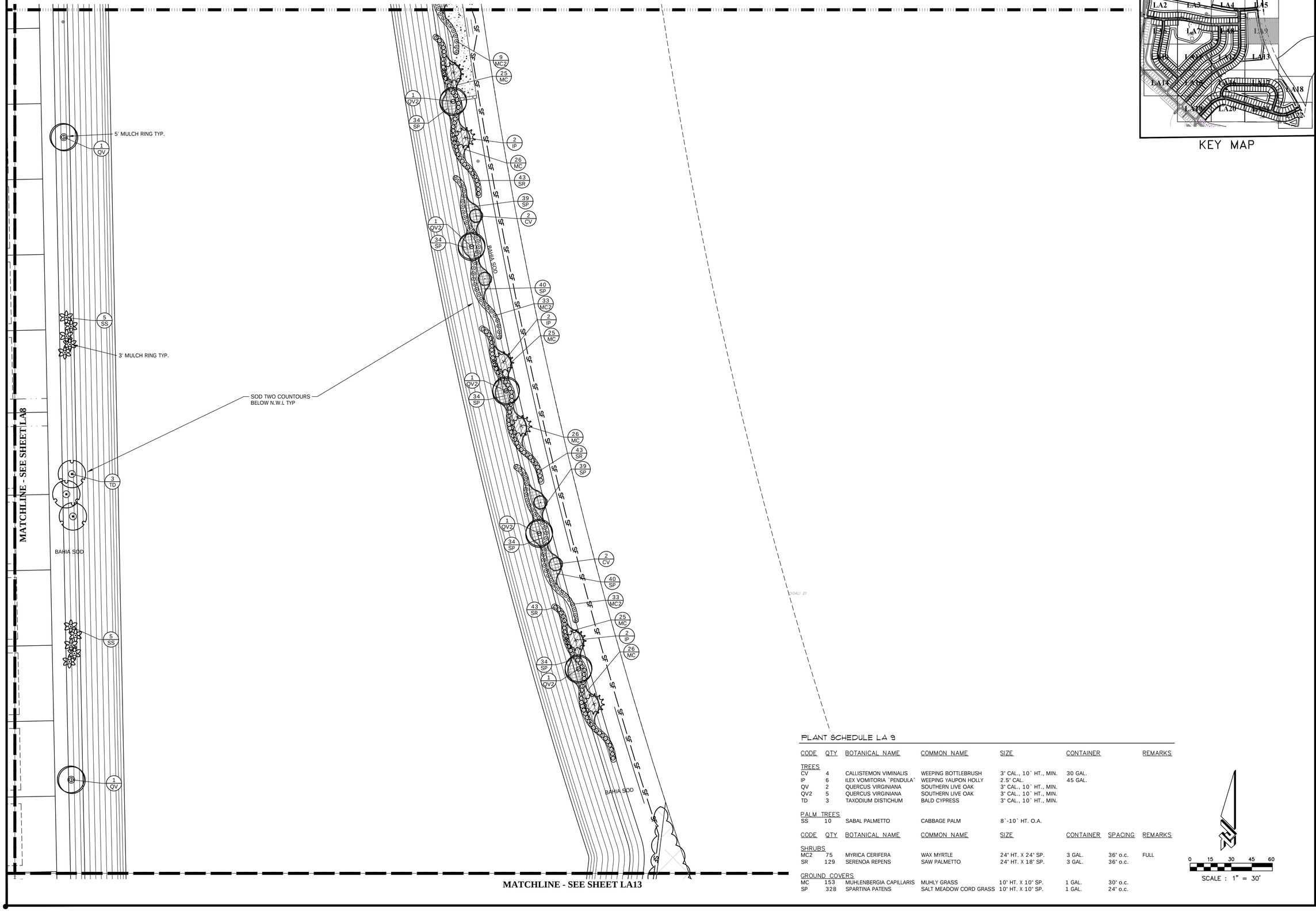
SHEET: LA8 OF 23

MATCHLINE - SEE SHEET LA5



KEY MAP

PLANT SCHEDULE LA 9

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
CV	4	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.	
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
QV2	5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	10	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
MC2	75	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	129	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	153	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	328	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	

0 15 30 45 60

SCALE : 1" = 30'

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CIVIL ENGINEERING
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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA9 OF 23

MATCHLINE - SEE SHEET LA6

382 383 384 385 386 387 388 389 390 391 392 393 410 409 408 407 406 405 404 403 402 401 400 399 398

1 SB

ST. AUGUSTINE SOD

BAHIA SOD

1 QV

3 TD

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP

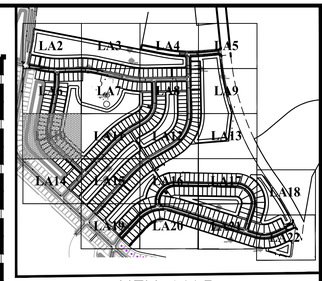
SPECK WAY

17 IP

15 IP

MATCHLINE - SEE SHEET LA14

MATCHLINE - SEE SHEET LA11



KEY MAP

PLANT SCHEDULE LA 10

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
IP	37	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
SB	1	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		

0 15 30 45 60

SCALE : 1" = 30'

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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4353)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREFS: 18169BAS.DWG
XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA10 OF 23

PLANT SCHEDULE LA 11

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
ED	38	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.		FULL TO GROUND
QS	3	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.		
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.		
TD	8	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	17	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
GROUND COVERS							
MC	20	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	ANOVA AL1980R ALLURE RECYCLED PLASTIC 6` CONTOUR BENCH	2	

MATCHLINE - SEE SHEET LA10

MATCHLINE - SEE SHEET LA7

MATCHLINE - SEE SHEET LA12

MATCHLINE - SEE SHEET LA15

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

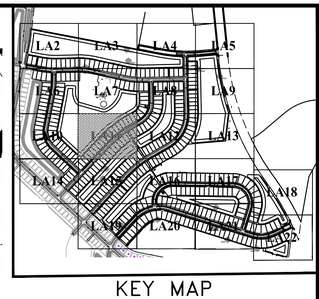
ST. AUGUSTINE SOD

5' MULCH RING TYP.

ABALONE WAY

424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 467 466 465 464 463 462 461 460 468 469 501

1 SB · 5 SS · 17 ED · 15 ED · 3 QS · 3 TD · 3 SS · 10 MC · 1 QV · 2 TD



KEY MAP

0 15 30 45 60

SCALE : 1" = 30'

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4	09-04-60	MLR	RESUBMITTED TO CITY

ARDISIA PARK
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XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA11 OF 23

MATCHLINE - SEE SHEET LA8

MATCHLINE - SEE SHEET LA11

MATCHLINE - SEE SHEET LA13

MATCHLINE - SEE SHEET LA16

ABALONE WAY

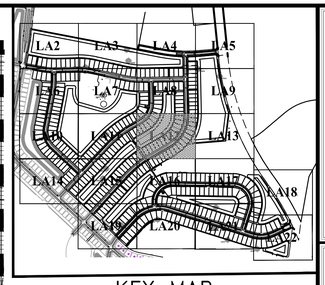
MODENA WAY

BAHIA SOD

ST. AUGUSTINE SOD

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP



KEY MAP

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	ANOVA AL1980R ALLURE RECYCLED PLASTIC 6` CONTOUR BENCH	1	

PLANT SCHEDULE LA 12

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
ED	10	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.		FULL TO GROUND
QL	45	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QS	3	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.		
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.		
TD	1	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	14	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
GROUND COVERS							
MC	10	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	

0 15 30 45 60

SCALE : 1" = 30'

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TRANSPORTATION
(LC 42)
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4	00-00-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

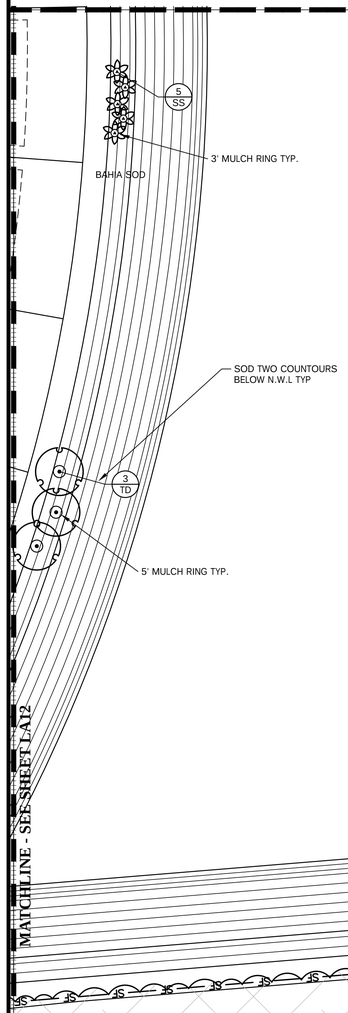
CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREFS: 18169BAS.DWG
XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA12 OF 23

MATCHLINE - SEE SHEET LA9

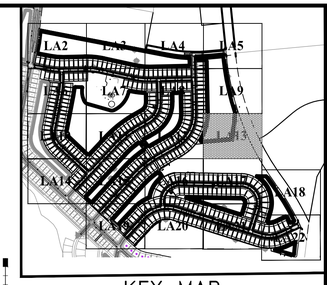




FUTURE WILLIAMSON BLVD EXTENSION

PLANT SCHEDULE LA 13

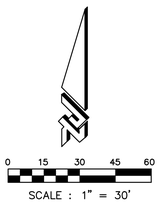
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	5	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES



SCALE : 1" = 30'

MATCHLINE - SEE SHEET LA17

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3	04-04-25	MLR	RESUBMITTED TO CITY
4	00-00-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

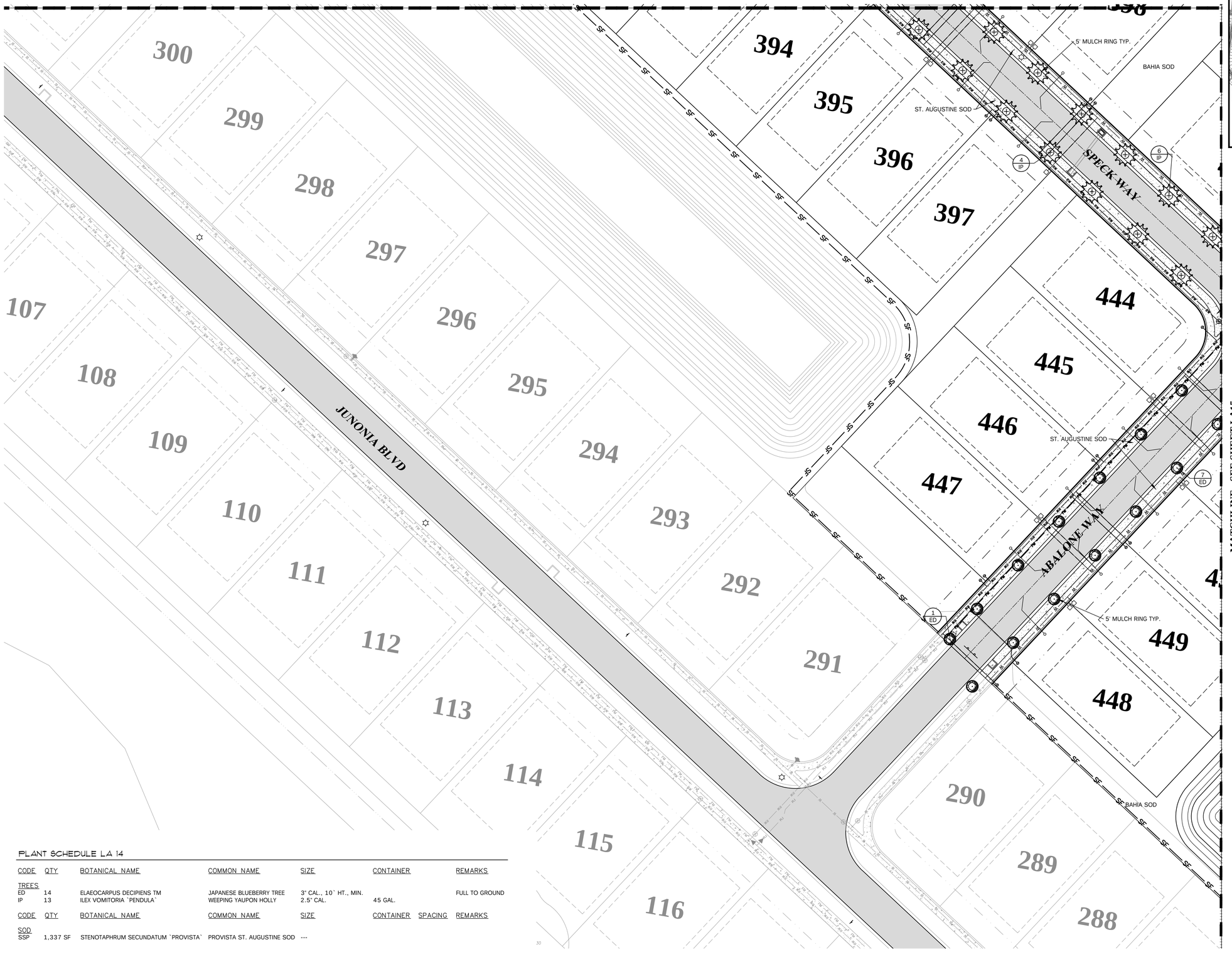
CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

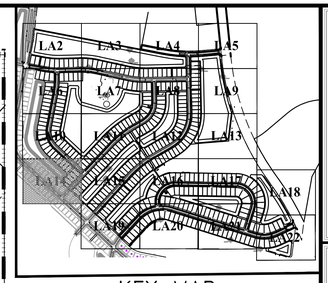
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA13 OF 23

MATCHLINE - SEE SHEET LA10



MATCHLINE - SEE SHEET LA15



KEY MAP

SCALE : 1" = 30'

PLANT SCHEDULE LA 14

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
ED	14	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.		FULL TO GROUND
IP	13	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SOD							
SSP	1,337 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

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PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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4	00-00-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREFS: 18169BAS.DWG
XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA14 OF 23

MATCHLINE - SEE SHEET LA11

441 442 443 451 452 453 454 455 456 457 458 459 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 524 525 526 527 528 529 530 531 532 533

ABALONE WAY

MODENA WAY

ST. AUGUSTINE SOD

BAHIA SOD

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP

BORE HOLE B-8 GROUND EL.=23.85

1 ED

7 ED

1 QV

3 SS

1 SB

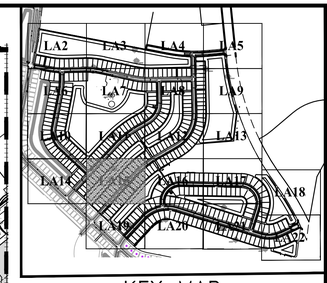
12 QL

14 QL

MATCHLINE - SEE SHEET LA14

MATCHLINE - SEE SHEET LA16

MATCHLINE - SEE SHEET LA19



KEY MAP

PLANT SCHEDULE LA 15

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
ED	16	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.	FULL TO GROUND
QL	37	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	4	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	2	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	6	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

0 15 30 45 60

SCALE : 1" = 30'

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(EB-0583)

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA15 OF 23

MATCHLINE - SEE SHEET LA12

MODENA WAY

ST. AUGUSTINE SOD

BAHIA SOD

NATURAL PRESERVATION AREA

JEWELBOX CIRCLE

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP

MATCHLINE - SEE SHEET LA15

MATCHLINE - SEE SHEET LA17

MATCHLINE - SEE SHEET LA20

PLANT SCHEDULE LA 16

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
QL	9	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QS	8	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.		
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	43	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	12	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
GROUND COVERS							
MC	30	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SOD							
PNA	253 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	ANOVA AL1980R ALLURE RECYCLED PLASTIC 6` CONTOUR BENCH	3	

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

SCALE : 1" = 30'

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ARDISIA PARK
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CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA16 OF 23

MATCHLINE - SEE SHEET LA13

NATURAL PRESERVATION AREA

MATCHLINE - SEE SHEET LA16

MATCHLINE - SEE SHEET LA18

649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681

JEWELBOX CIRCLE

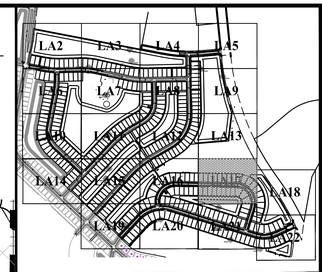
4 TD
18 TD
5 TD
1 SB
1 QV
11 TD

ST. AUGUSTINE SOD
5' MULCH RING TYP.
BAHIA SOD
SOD TWO COUNTOURS BELOW N.W.L TYP

MATCHLINE - SEE SHEET LA21

PLANT SCHEDULE LA 17

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
SB	1	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	46	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

0 15 30 45 60
SCALE : 1" = 30'

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(LC 42)
(EB 4263)

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ARDISIA PARK
PHASE 3 & 4
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CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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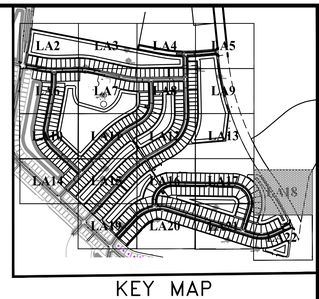
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

PLANT SCHEDULE LA 18

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
CV	6	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.	
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV2	6	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	10	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

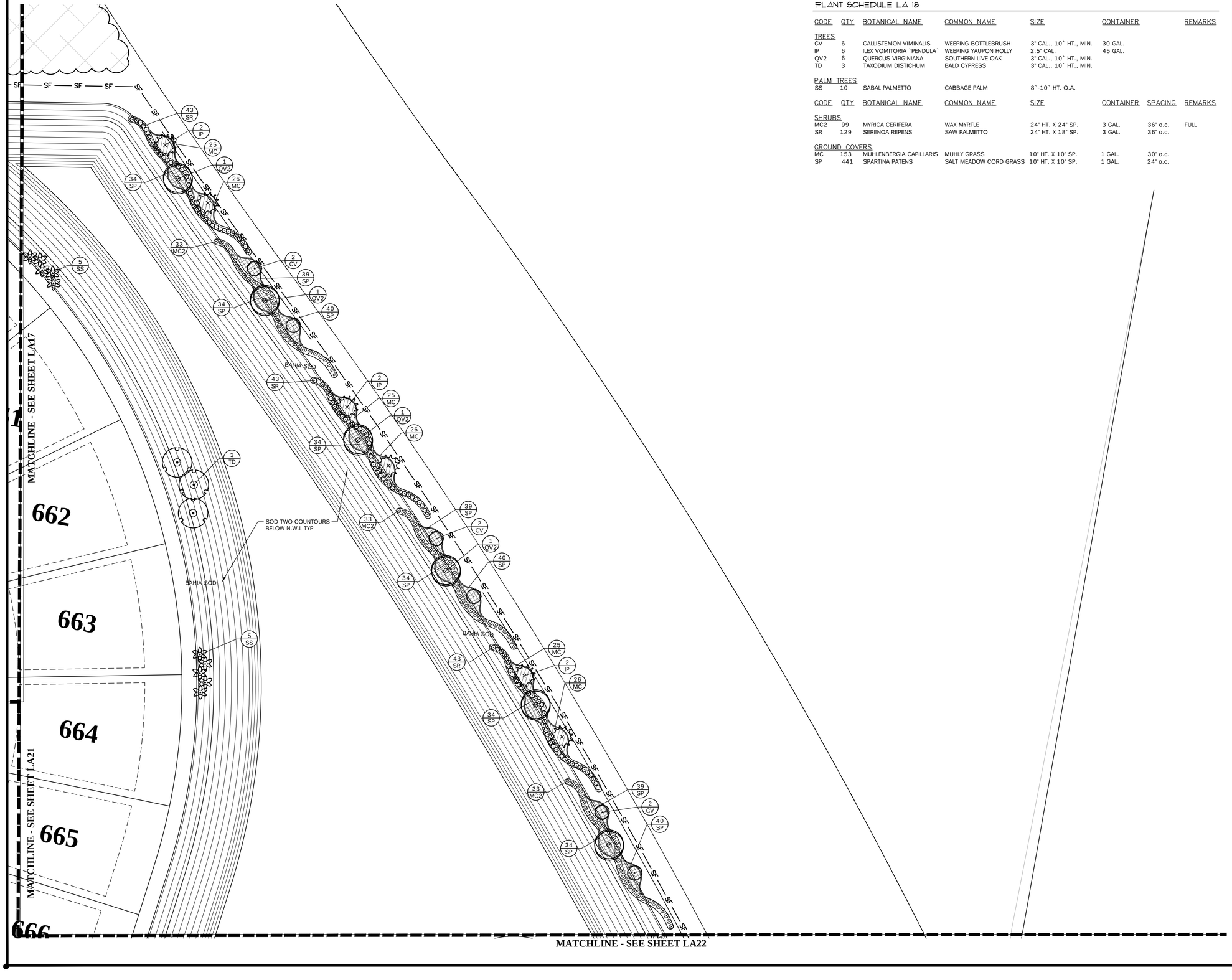
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
MC2	99	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	129	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	153	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	441	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES



0 15 30 45 60

SCALE : 1" = 30'

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LANDSCAPE ARCHITECTURE
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(LC 42)
(EB 4549)

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

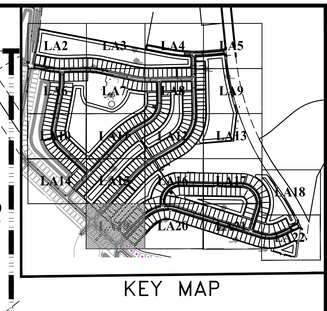
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA18 OF 23

MATCHLINE - SEE SHEET LA15

MATCHLINE - SEE SHEET LA20





KEY MAP

PLANT SCHEDULE LA 19

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	28	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	4	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	5,135 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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(LC-42)
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ARDISIA PARK PHASE 3 & 4
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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SHEET: LA19 OF 23

MATCHLINE - SEE SHEET LA16

MONACO BLVD

574 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595

631 630 629 628 627 626 625 624 623 622

632 633 634

ST. AUGUSTINE SOD

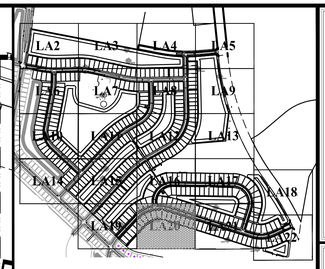
5' MULCH RING TYP.

BAHIA SOD

NATURAL PRESERVATION AREA

MATCHLINE - SEE SHEET LA19

MATCHLINE - SEE SHEET LA21



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

PLANT SCHEDULE LA 20

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	42	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
TD	1	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	9,717 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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SHEET: LA20 OF 23

MATCHLINE - SEE SHEET LA17

MATCHLINE - SEE SHEET LA20

MATCHLINE - SEE SHEET LA22

585 586 587 588 589 590 591 592 593 594 595 596

621 620 619 618 617 616 615 614 613 612 611 610 609 608

670 669 668 667 666

JEWELBOX CIRCLE

MONACO BLVD

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

ST. AUGUSTINE SOD

5' MULCH RING TYP.

NATURAL PRESERVATION AREA

1 SB · 2 TD · 3 SS · 4 TD · 3 TD · 3 TD · 18 QL · 4 QL · 2 QL

KEY MAP

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PLANT SCHEDULE LA 21

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	39	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	19	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
PNA	68,032 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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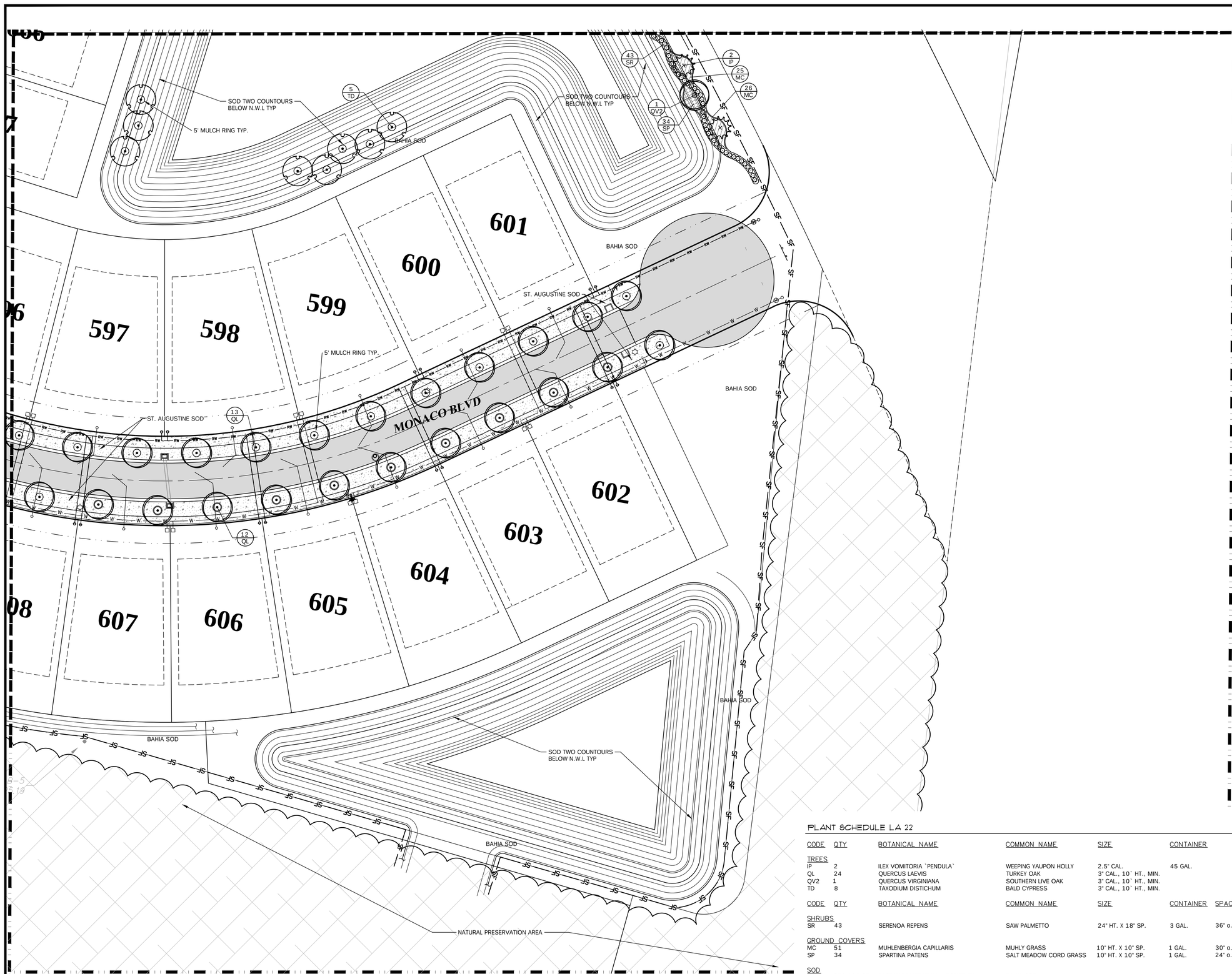
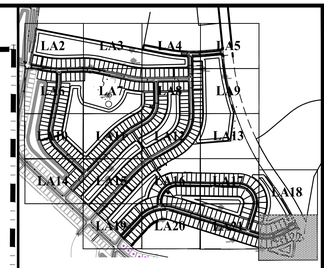
SHEET: LA21 OF 23





KEY MAP

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PLANT SCHEDULE LA 22

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
IP	2	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QL	24	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QV2	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	8	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
SR	43	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	51	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	34	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	
SOD							
PNA	273,199 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			
SSP	5,306 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

0 15 30 45 60

SCALE : 1" = 30'

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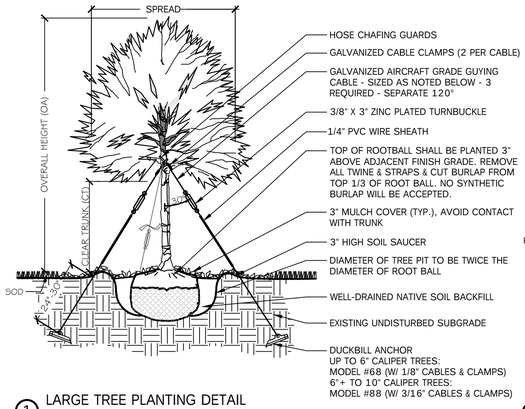
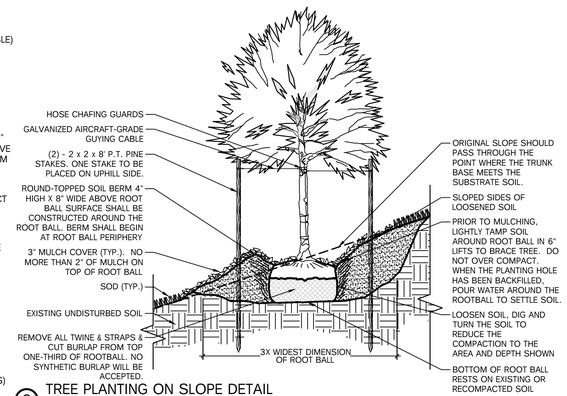


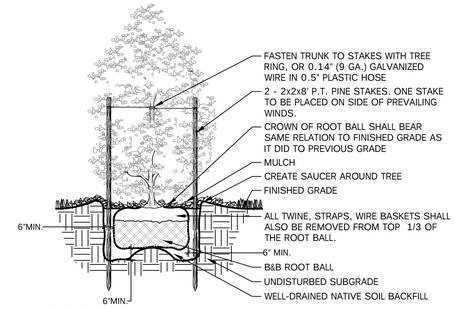
1 LARGE TREE PLANTING DETAIL

N.T.S. P-LA-TRE1-01



2 TREE PLANTING ON SLOPE DETAIL

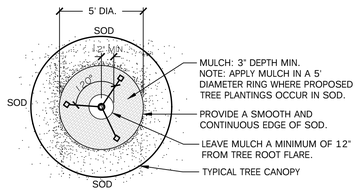
N.T.S. P-LA-TRE1-05



SPECIFICATIONS:
1. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
2. WATER THOROUGHLY AFTER INSTALLATION.
3. REMOVE TREE RINGS AND STAKES UPON TREE ESTABLISHMENT (MAX. ONE YEAR AFTER INSTALLATION)
4. PROVIDED DRAINAGE FOR PLANTING PIT IN IMPERMEABLE SOIL.

3 FULL TO GROUND TREE PLANTING DETAIL

N.T.S P-LA-TRE1-02

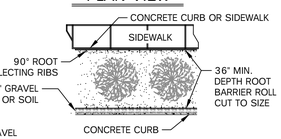


4 TREE MULCHING DETAIL IN SOD AREAS

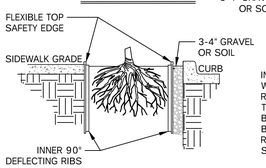
N.T.S. P-LA-MUL-TREE-01

ROOT BARRIERS ARE BLACK, MANUFACTURED FROM 50% RECYCLED POLYSTYRENE PLASTIC WITH ULTRAVIOLET INHIBITORS, COMES IN 20' ROLLS OR 2' PANELS, AND ARE .06" IN THICKNESS, AS MANUFACTURED BY CENTURY ROOT BARRIERS, A WHOLESALE VENDOR AND MANUFACTURER: 714-632-7083; ALSO MANUFACTURED BY VILLA ROOT BARRIER: 800-654-4067.

PLAN VIEW



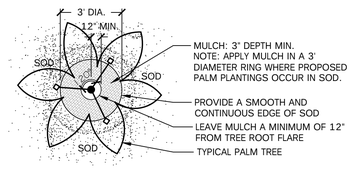
SECTION VIEW



INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. THE RAISED ROOT GUIDING RIBS MUST BE FACING TOWARDS THE TREE ROOTS. THE TOP OF THE ROOT BARRIER MUST BE SLIGHTLY ABOVE GRADE AND SHALL BE COVERED BY MULCH ONLY (NEVER BELOW GRADE). POSITION ROOT BARRIER VERTICALLY WITH TOP AGAINST THE STRUCTURE TO BE PROTECTED.

5 ROOT BARRIER DETAIL (LINEAR APPLICATION)

N.T.S. P-LA-ROO-01



6 PALM MULCHING DETAIL IN SOD AREAS

N.T.S. P-LA-MUL-PALM-01

STREET TREES NOTES:

1. STREET TREES INDICATED ON THIS PLAN SHALL BE PLANTED MIN. 2 FEET FROM B.O.C. (TYPICAL).
2. STREET TREES SHALL BE PLANTED APPROXIMATELY 40 FOOT ON CENTER.
3. THE FINAL LOCATION OF THE TREES INDICATED ON THIS PLAN SHALL BE FIELD DETERMINED AFTER EACH INDIVIDUAL LOT IS CONSTRUCTED IN ORDER TO AVOID CONFLICTS WITH PROPOSED UTILITIES AND ENTRANCE DRIVEWAYS. ALL STREET TREES TO BE PLANTED A MINIMUM OF 5' AWAY FROM ANY WATER, SEWER OR ELECTRIC SERVICES. (TYPICAL)
4. THE TOTAL NUMBER OF STREET TREES TO BE INSTALLED SHALL BE EQUAL TO OR GREATER THAN 675 TREES.
5. TREES SHALL BE PLANTED A MINIMUM OF 2 FEET AWAY FROM PROPOSED SIDEWALKS, CURBING, DRIVEWAYS, AND UTILITIES.
6. ALL MEDIAN AND STREET TREE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH F.D.O.T STANDARD INDEX 546 FOR INTERSECTION SIGHT LINES AND CLEAR ZONES.
7. ALL STREET TREES AND PALMS PROVIDED SHALL BE IN CONFORMANCE WITH MINIMUM SIZE REQUIREMENTS AS DESCRIBED IN THE MASTER DEVELOPERS AGREEMENT OR LAND DEVELOPMENT CODE AS SPECIFIED IN THE PLANT LISTED PROVIDED HEREIN.
8. STREET TREE LOCATIONS INDICATED FOR PHASE 1 SHALL BE INSTALLED AT TIME OF RESIDENTIAL HOME CONSTRUCTION.
9. CONFLICTS WITH TREE LOCATION, IN REFERENCE TO (BUT NOT LIMITED TO) SIDEWALKS AND ROADS, ARE TO BE FINALIZED AT CONSTRUCTION OF SUCH STRUCTURES AND COORDINATED WITH THE LANDSCAPE ARCHITECT
10. STREET TREES SHALL BE A MINIMUM OF 2 ¾" INCH CALIPER, WITH A 6' FOOT CLEAR TRUNK.

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE "B" OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD UNLESS OTHERWISE SPECIFIED ON THE PLANS AS FLORATAM ST. AUGUSTINE SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. NATURAL AREAS: NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.
19. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
23. ROOT BARRIER: ROOT BARRIER TO BE INSTALLED FOR ALL STREET TREES AT AN APPROPRIATE DISTANCE AWAY FROM TREE WHERE ROOTS WILL DISTURB INFRASTRUCTURE.
24. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE.
25. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT 'REDLINES' SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.
26. SEED & MULCH: CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED AREA AFTER FIRST APPLICATION TO ASSURE THE TOP ONE (1) INCH OF SOIL IS MOIST. CONTRACTOR SHALL RE-INPSECT SEEDED AREA (MINIMUM OF THREE (3) TIMES WEEKLY), AND WATER AS NECESSARY TO ASSURE SURVIVABILITY. IF THERE ARE AREAS IN DECLINE THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-APPLICATION OF SEED TO FAILED AREAS.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS AND PROVIDE TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.
3. AMEND EXISTING AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL NEW PLANTINGS.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4565)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO 6667462
NOT VALID WITHOUT SEAL

SHEET: LA23 OF 23



ZONING SCHEDULE

SYMBOL	NOTES
	PARK
	OPEN SPACE
	COMMON OPEN SPACE
	VILLAGE GREEN
	FDOT R.O.W. TAKING

CONCEPT GRAPHICS SCHEDULE

- 8' WIDE PEDESTRIAN/ BICYCLE PATHWAY
- 5' WIDE NATURE TRAIL
- 5' WIDE SIDEWALK

OPEN SPACE CALCULATION

PUD ZONING ORDINANCE	REQUIRED	PROVIDED	AFTER R.O.W. TAKING
OPEN SPACE (50% OF TOTAL PROJECT AREA)	271.77 AC	322.98 AC	307.03
COMMON OPEN SPACE (35% OF OPEN SPACE)	95.12 AC	127.29 AC	108.35
SUSTAINABLE COMMUNITY DEVELOPMENT FLU	REQUIRED	PROVIDED	AFTER R.O.W. TAKING
OVERALL PROJECT OPEN SPACE	271.77 AC	323.74 AC	307.03
PUBLIC OPEN SPACE (MIN 3% OF PROJECT AREA)	16.31 AC	20.03 AC (20 AC DEDICATED PUBLIC PARK NOT INCLUDED)	20.03 AC
PHASE 1-2&3-4 VILLAGE GREEN/ NEIGHBORHOOD COMMON AREA	2.78 AC	9.5 AC	9.5 AC

PUD PROJECT AREA

TOTAL	543.532 AC
PHASE 1-2	210.6 AC
PHASE 3-4	270.8 AC
FDOT ROW TAKING	18.779 AC
NOT INCLUDED	
PHASE 5 PROPOSED VILLAGE NEIGHBORHOOD CENTER	31.48 AC

0 150 300 450 600

SCALE : 1" = 300'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-662)
(EB 4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	12-04-24	MLR	RESUBMITTED TO CITY
4	05-06-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 1-4 FINAL ENGINEERING PLANS OPEN SPACE EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: MKW

DRAWING FILE: 18169-OS_EX
XREFS: 18169_BAS.DWG
XREFS: —

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX-1

ZEV COHEN
& ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB 4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	00-00-00	MLR	RESUBMITTED TO CITY
5	00-00-00	???	ISSUE/REVISION
6	00-00-00	???	ISSUE/REVISION
7	00-00-00	???	ISSUE/REVISION
8	00-00-00	???	ISSUE/REVISION
9	00-00-00	???	ISSUE/REVISION
10	00-00-00	???	ISSUE/REVISION
11	00-00-00	???	ISSUE/REVISION
12	00-00-00	???	ISSUE/REVISION
13	00-00-00	???	ISSUE/REVISION

ARDISIA PARK
FINAL ENGINEERING PLANS
SIDEWALK EXHIBIT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: MKW

DRAWING FILE: 18169-SW_EX
XREF'S: 18169_BAS.DWG
XREF'S: ----

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX-2

ZEV COHEN
& ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB 4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-14-25	MLR	RESUBMITTED TO CITY
4	00-00-00	MLR	RESUBMITTED TO CITY
5	00-00-00	???	ISSUE/REVISION
6	00-00-00	???	ISSUE/REVISION
7	00-00-00	???	ISSUE/REVISION
8	00-00-00	???	ISSUE/REVISION
9	00-00-00	???	ISSUE/REVISION
10	00-00-00	???	ISSUE/REVISION
11	00-00-00	???	ISSUE/REVISION
12	00-00-00	???	ISSUE/REVISION
13	00-00-00	???	ISSUE/REVISION

ARDISIA PARK
PUBLIC PARK
FINAL ENGINEERING PLANS
CONCEPTUAL PARK EXHIBIT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: MKW

DRAWING FILE: 18169-PARK_EX
XREF'S: 18169_BAS.DWG
XREF'S: ----

MELIA L. RUSSELL, P.E., NO.66357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX-3

Document Prepared By:
Glenn D. Storch, Esquire
GLENN D. STORCH, P.A.
420 South Nova Road
Daytona Beach, FL 32114

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

MASTER DEVELOPMENT AGREEMENT FOR SHELL POINTE COLONY PUD

The **CITY OF NEW SMYRNA BEACH, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida (the "City"), and **BG AGENCY, LLC**, a Florida limited liability company ("Developer" and "Owner"), hereby agree and covenant, and bind their heirs, successors and assigns, as follows:

1. OWNERSHIP OF THE PROPERTY:

The property that is subject to this Master Development Agreement (the "Agreement") consists of approximately 543.532 +/- acres of real property (hereinafter "the Property") and is described in Exhibit "A" attached hereto and by reference made a part hereof. The Developer intends to subject the Property to the conditions and restrictions of this Agreement and the City intends to permit development of the Property in accordance with the terms of this Agreement. The Property is under the sole ownership of **BG AGENCY, LLC.**

2. DEVELOPMENT PLAN:

A. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not in conflict with this Agreement, the New Smyrna Beach Land Development Regulations (LDR), and City of New Smyrna Beach Code of Ordinances, including the regulations contained therein. The Developer has designated the Property as "SHELL POINTE COLONY PUD".

B. The Property shall be developed as a mixed-use residential and commercial development as shown on the Conceptual Development Plan (CDP), which is attached hereto and incorporated herein as Exhibit "B". The Property shall generally be developed as depicted on the CDP. In case of conflict between any textual provision of this Agreement and the CDP, the textual provision shall govern. If this Agreement or the CDP fails to address a particular subject or requirement, the requirements of the City's Land Development Regulations (LDR) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. Density of use and compliance with all LDR provisions will be determined at the time of approval of this Agreement. The CDP is conceptual only and the plan may be adjusted by Developer, in cooperation with Staff, as the parties proceed through Site Plan approvals, provided same complies with the maximum area and other terms provided herein. Accordingly, the following site data is provided:

Total Project Area:	543.532 +/- acres
Open Space Required:	50%
Max. Impervious Coverage (entire Property):	50%
Project Perimeter Landscape Buffers:	
North:	20 ft.
South:	20 ft.
East:	20 ft.
West:	20 ft.
Minimum Natural Vegetation Requirement:	30%
Minimum Tree Preservation Requirement:	15%
Maximum Residential Density:	1.5 dwelling units per acre
Residential Common Open Space Required:	35% of required Open Space
Minimum Public Open Space:	3%
Village Green / Neighborhood Common Areas:	200 sq. ft. per dwelling unit
Public Use Sites / Civic Spaces:	300 sq. ft. per dwelling unit
Minimum Residential Lot Size:	6,600 sq. ft.
Minimum Residential Lot Width:	55 ft.

Minimum Required Residential Yard Size:	
Front (living and porches):	17.5 ft.
Front (garages):	22.5
Rear:	25 ft.
Side:	5 ft. (from edge of eave)
Street Side:	15 ft.
Minimum Residential Building Spacing:	10 ft. (from edge of eave)
Minimum Residential Building Size:	1,500 sq. ft.
Maximum Residential Building Height:	35 ft.
Minimum Project Development Within 3000 feet of Village Center:	60%
Maximum Floor Area Ratio For Commercial Areas:	1.0 FAR
Maximum Building Coverage:	50%
Minimum Commercial Lot Size:	40,000 sq. ft.
Minimum Commercial Building Setbacks:	
	200 ft. from Pioneer Trail right-of-way (the setback area may have stormwater infrastructure and water features)
	50 ft. from property lines abutting public rights-of-way
	40 ft. for outparcel lines abutting public rights-of-way
	25 ft. from other exterior property lines
	10 ft.minimum building spacing
Max. Commercial Impervious Lot Coverage:	75%
Commercial Landscape Buffers Abutting:	
Pioneer Trail:	25 ft.
Street A:	25 ft.
Tract RR:	25 ft.
Future Williamson Blvd.	20 ft.
Alt. Key PID # 6273391	10 ft.
Maximum Commercial Building Height:	45 ft.
Total Minimum Commercial Development:	15,000 sq. ft.
Commercial Parking Lot Interior Landscaping:	20%

C. The parties acknowledge that compliance with the City's LDR may necessitate modification of the CDP. Any minor modifications to the CDP that are not in conflict with the textual provisions of this Agreement and do not increase the size or intensity of the use by more than 10% of the lot area provided herein, and do not conflict with any City ordinances not superseded by this Agreement, shall be deemed "minor" and may be approved without formal amendment of this Agreement. Any change to density or height shall require a full-scale PUD Amendment approved by the City Commission. Minor amendments may include revisions to the CDP that may reconfigure the lot, phase and/or building layout so long as the modified conceptual development plan does not exceed by more than 10% the lot area depicted on the CDP. Such modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with resolution of any problem or decision by the City Administrative Official regarding such modification, the Developer may appeal the decision to the City Manager.

3. SUBDIVISION OF PROPERTY AND PHASING:

Development of the Property shall occur in multiple phases, with all required easements for development and all infrastructure servicing the phases being constructed as required by each phase. Developer intends to have five (5) phases for residential and commercial development, as shown on the CDP. Phase 1 shall be developed first, followed by Phase 2, Phase 3, Phase 4 and Phase 5, in that order; however, Developer may develop the Phase 2 property first so long as it is followed by development of the Phase 1 property. The Phase 5 Village Neighborhood Center may not be developed prior to the completion of all development infrastructure for Phases 1-4. Phase lines, however, may be adjusted at the site plan/platting stage in order to ensure proper engineering of public utilities. Phases for residential development shall be subdivided consistent with the CDP and the City's Land Development Regulations. Townhome and multi-family development shall not be permitted unless this Agreement is amended in writing after public hearing.

The Village Neighborhood Center (Phase 5) shall be developed in the areas designated for such on the CDP and shall be required to include a combination of commercial, office, public/civic space and recreational components. Required cross access and utility easements shall be recorded in the Public Records of Volusia County, Florida. All construction access for the development of the Property shall be from Pioneer Trail via the extension of Cypress Springs Parkway until such time as the Williamson Boulevard extension is completed, and construction access thereafter shall be from

either Pioneer Trail or Williamson Boulevard. Connection of Phase 1 to Monaco Boulevard shall only occur after the completion of all Phase 1 infrastructure; however, all construction access for the closeout and construction of individual homes shall continue to be from either Pioneer Trail or the Williamson Boulevard extension.

In the area that is adjacent to lots in the Estates of Verano and adjacent to and south of the Monaco Boulevard extension, including lots along Modena Way, Developer shall provide a combination of enhanced minimum buffer and water features, including stormwater wet retention, with a minimum width of one hundred (100) feet in order to provide additional separation and enhanced aesthetics between the back-to-back lots of the adjoining subdivisions.

4. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City and that the uses proposed are consistent with the Comprehensive Plan of New Smyrna Beach, Florida.

5. PERMITTED USES:

Permitted Principal Uses

Residential Uses including:

Attached and detached single-family dwelling units

Commercial uses, including:

Art galleries

Automotive parts sales

Bakeries, non-manufacturing

Banks

Barber and beauty shops

Business and communications systems

Ceramic shops

College level and adult educational facilities

Convenience market with gas pumps

Delicatessens

Department stores

Dry cleaning establishments

Financial institutions

Garden supplies and equipment stores

Government buildings and offices

Grocery stores

Home improvement supply stores

Income tax services

Laundries, including self-service

Liquor stores

Men's and women's figure salons / Fitness center

Parking lots

Personal enrichment establishments

Personal services

Professional offices, including accountants, architects, consultants, dentists, engineers, financial, insurance, lawyers, medical, and stockbrokers

Real estate brokers

Restaurants, type "A", "B", "C" and "D"

Retail sales and services

Specialty food shops

Sport facilities

Supermarkets

Taverns

Theaters

Travel agents

Other Uses:

Playfields

Playgrounds

Public parks

Recreation buildings and complexes for exclusive use by residents and guests

Any accessory use customarily incidental to a permitted principal use.

6. PUD INFRASTRUCTURE/TRANSPORTATION:

A. Access easements and utility easements for utilities within the Development shall be owned by the Developer and/or the Property Owners' Association, their successors and assigns, subject to dedications of easement and rights of ingress and egress in favor of the City and/or Utilities Commission for the purpose of owning and maintaining utilities located within the Property. The access easements shall be constructed to City and/or Utilities Commission standards. The Developer acknowledges for itself, its successors and assigns, that the access easements are private and shall be a private responsibility without recourse to the City and/or Utilities Commission.

B. The Developer will build or provide for the construction of electric, potable water, sanitary sewer and reuse utility lines, which must be placed underground, to Utilities Commission specifications and, upon acceptance by the Utilities Commission, the lines shall be dedicated to the Utilities Commission together with all easements and licenses necessary for the Utilities Commission to maintain and operate the utility systems located on the Property.

C. Stormwater drainage will be constructed for the development within the Property. All stormwater retention will be held on site, and the storm water retention facility will be maintained by the Property Owners' Association at a level consistent with the standards and permit conditions of the St. Johns River Water Management District (SJRWMD). Such conditions may include maintenance of the stormwater system by a Property Owners' Association and/or Developer. Collection and conveyance facilities shall be located pursuant to the CDP and site development plan approvals for the individual buildings. The Developer agrees to participate in any proportionate fair share program and the development will be subject to transportation impact fees. Developer also agrees to pay the annual, non-ad valorem stormwater fee.

D. Developer agrees to dedicate the future Williamson Boulevard right-of-way extension, as depicted on the CDP ("Future Williamson Boulevard"). There shall be at least two (2) connections from the Property to the Future Williamson Boulevard, subject to Volusia County connection requirements. The City, Volusia County and Developer shall enter into a proportionate fair share agreement for transportation prior to plat approval for the Property, which must be approved by the City in order to be binding on the parties thereto. The City and Developer intend for the

proportionate fair share contributions for the Property to be utilized for the improvement of Pioneer Trail and the Future Williamson Boulevard within the City of New Smyrna Beach. The typical right-of-way sections for 50' and 60' rights-of-way within the Property, as shown in the CDP, are matched and consistent with the construction of Monaco Boulevard (60') and Modena Way (50') within Verano at Venetian Bay. Speed limits on the Monaco Boulevard, Modena Way and Leonardo Lane extensions within the Property shall be limited to 25 mph, which is designed to match the posted speed limits on those already-existing roadways to the west of the Property. In addition, the Shell Pointe Colony Property Owners'/Homeowners' Association(s) shall prohibit parking on all roadways within the Property.

E. A traffic impact analysis shall be required for the commercial areas of the Property referred to as "Village Neighborhood Center" on the CDP prior to any site plan approval for said commercial areas.

F. Developer has received a finding of adequate school capacity for the development on the Property. Should it be required by the Volusia County School Board, Developer shall update the school capacity determination with the Volusia County School Board prior to plat approval. In addition, the subdivisions within the Property shall be subject to school concurrency review and determinations.

G. Developer shall dedicate an 8 ft. wide pedestrian and bicycle pathway for the full length of the Property abutting Pioneer Trail upon the first site plan approval for the Property. Said pathway shall be constructed separately in Phases 2 and 5 as the infrastructure for each of those Phases is constructed. The pathway section along Pioneer Trail in Phase 4 shall be funded upon commencement of construction of the Phase 4 infrastructure.

7. ARCHITECTURAL/DESIGN STANDARDS:

The purpose of the architectural guidelines contained herein is to promote design treatments that enhance the visual appearance of development, ensure compatibility of buildings and create a strong community image and identity and to protect community aesthetics. These guidelines shall apply to the development of the property except where they are superseded or conflict with the CDP or other sections of this Agreement:

A. **Applicability.** These design standards shall apply to all uses provided herein.

B. **Site Plan Design Standards.** Site layouts shall be as provided in the CDP

attached hereto as Exhibit "B".

C. **Architectural Design Standards.** The following architectural design standards shall be required:

(1) All architectural styles within the Property shall harmonize with each other and the surrounding communities. Specific architectural details shall be approved at the site plan and subdivision approval stages. Development other than single-family residential within the Property, including in the Village Neighborhood Center, shall comply with the architectural standards in the Venetian Bay Master Development Agreement provided said standards are not in conflict with any City of New Smyrna Beach architectural standards. Single-family residential development shall meet the architectural standards provided herein.

(2) Residential Façades. The principal orientation of the front façade of all primary buildings shall be towards the street on which it fronts and shall meet the following requirements:

i. Primary Entrance: The front facing façade shall contain the primary entrance and face the street.

ii. Façade Design:

- Front Façade: Shall not consist of an unobstructed blank wall, and along street frontages, housing façades shall be varied and articulated to provide visual interest.
- Articulation Devices: May include color, texture, arcades, bays, windows, balconies, porches, roof treatment (hip and gable are preferred) and other architectural treatments.

(3) Residential Porches. The design concept is to permit porches to create a buffer and human scale layer between the sidewalk and the houses, to provide a social edge to a private dwelling in which people can choose to "see or be seen" along neighborhood streets, and to merge the public realm and private realm. Where porches are provided, the design standards below shall apply:

i. Size: Porches shall have a minimum depth of seven feet (7'), with a minimum length of ten feet (10').

ii. Covered Balconies or Balustrade Area: May be used to meet the porch

requirement if they meet dimensional requirements for porches.

iii. Setbacks: Porches may intrude into setbacks, but shall maintain a minimum front setback of seven feet (17.5').

(4) Garages. The design concept is to reduce the physical prominence of garages and improve the pedestrian environment as follows:

i. Architectural Design:

- Compatibility: Garages shall be of the same architectural form, style and materials as the primary structure.
- Visual Impact: Architectural Devices should be used to reduce the visual impacts of garage doors.

(5) All single-family homes shall be constructed with roof gutters on the sides of the homes, with stormwater directed toward any adjacent stormwater ponds to prevent stormwater from accumulating between homes. Air conditioning units shall be placed on the side of the house, and no two houses shall have an air conditioning unit adjoining the same common property line. In addition, a sound screen shall be required for all air conditioning units.

D. Site Circulation and Access. Safe, comfortable and consistent pedestrian connections are required throughout the PUD development. Commercial areas will be public transit-ready. All street rights-of-way in the development will be dedicated to the public upon completion.

E. Landscaping and Buffer Requirements.

(1) Landscaping and landscape buffers shall be as provided on the Conceptual Development Plan, attached hereto as Exhibit "B". Landscaping will meet the requirements of the LDR, with specific landscape plans for each phase. Said landscaping shall be consistent throughout the PUD. Perimeter buffers shall be as provided herein and in the Conceptual Development Plan and shall be used to meet the required natural vegetation preservation requirements except as modified by this Agreement. Drought-tolerant and Florida-friendly plant materials shall be used in landscape buffers whenever possible.

(2) Landscaping shall also be required to soften the visual appearance of pond edges. Features such as fountains are required to accent the ponds and provide adequate aeration to prevent stagnation.

(3) Trees shall be incorporated into the design of each street built within the

Property, forming a continuous, predictable border and reinforcing the function of a street as a public space. Street trees shall be incorporated into every street, planted in straight lines, between the sidewalk and the curb. Only one type of tree shall be placed on both sides of a residential street in one block. Permitted street trees shall include, but not be limited to, crape myrtles or other tree species agreed to by the City and Developer. Minor collector roads shall have street trees planted in staggered rows at a maximum of fifty (50) foot intervals on center. Neighborhood local streets shall have trees planted at a maximum of forty (40) foot intervals on center on both side of the street. Minimum size for street trees shall be two and a half (2.5) inch caliper, measured six (6) inches above the ground. Adjustments for spacing are permitted to deal with driveways and other features within the Property that interrupt the spacing pattern. The property owners association(s) for the Property shall be responsible for the replacement of street trees that die or fall due to storms.

F. **Parking Standards.** Parking for the commercial phase(s) will be determined based on the actual uses intended for said phase(s) as part of the site plan approval process and in compliance with the City's Land Development Regulations. Each residential lot shall be designed to park at least four (4) cars in the combination of driveway and garage.

G. **Street Lighting.** Developer shall install street lighting within the development right-of-ways as power becomes available pursuant to a street lighting plan submitted by Developer at the site plan/subdivision approval stage. Streets shall have lighting spaced in a staggered, alternating pattern at a maximum of four hundred foot (400') intervals. Street lights shall have a minimum height of fourteen feet (14').

H. **Commercial.** Commercial development shall be designed consistent with any design standards for the surrounding area pursuant to the City's LDR at the time of site plan review.

I. **Amenities**. The Property shall feature several amenities for residents and guests, including: a 20 +/- acre public park with gazebo and access trail to be dedicated to the City of New Smyrna Beach; walking / biking path along Pioneer Trail; children's area with playground equipment that meets City standards; and nature trails and walking paths with gazebos / sitting areas throughout the Property that feature views of lakes and preservation areas.

8. ENVIRONMENTAL CONSIDERATION:

A. The parties desire that the area is developed in an attractive, environmentally sensitive manner. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including, but not limited to, the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

B. The majority of the Property has been used as a sod farm and cleared of trees; however, a number of wooded, wetland areas remain on the Property. Although these wooded areas will be preserved, there may be some impacts to trees where required for roadway and other connections between more developed areas. All wooded areas intended to be impacted by the development of a particular phase will require tree studies and review of same prior to subdivision and/or site plan approval for said phase. The Developer will avoid impacts to historic and specimen trees wherever practicable. No burning shall occur on the Property, and vegetative materials from clearing of the Property shall be mulched. Any clearing operations and dirt access roads into construction sites shall include dust control measures to limit impacts to surrounding properties.

9. UTILITY MASTER PLAN:

Public utilities consisting of electric, water, wastewater and reuse water for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission, City of New Smyrna Beach ("UC"), and shall be applied for, built and conveyed in accordance with UC Rules and Standards, requirements, tariffs, policies and agreements prevailing at the time of Developer's requested approval of a utilities agreement(s) from the UC. Other utilities not provided by the UC shall be built in accordance with and consistent with the City of New Smyrna Beach Land Development Regulations standards.

10. SIGNAGE:

The PUD Development shall have a uniform sign program complying with the provisions and requirements of the City's LDR. A main entrance feature may be provided at Pioneer Trail and the extension of Cypress Springs Parkway, which may include walls, architectural icons, water features, or other ornamental entry features with a maximum height of 15 feet and a maximum copy area of 200 sq. ft. Entrances to individual residential areas will each be permitted to have entry

signage up to 100 sq. ft. in copy area. The commercial areas of the Property shall comply with LDR Section 604.12 G.., as amended. Specific sign plans shall be approved at the site plan and subdivision approval stages.

11. PROJECT DEVELOPMENT CRITERIA:

The terms of this Agreement shall be superior to the terms of the New Smyrna Beach LDR, and conflicting zoning or overlay regulations, unless otherwise specifically provided herein. In the event a subject is not addressed in this Agreement, the LDR shall control.

12. PROPERTY OWNERS ASSOCIATION:

A. The Developer shall form and incorporate non-profit property owners associations, which will operate, maintain and control, subject to other documents of record, the common areas and common facilities, including but not limited to, the common private access ways, bike paths, sidewalks, parking and lighting within the Property, any common storm water retention and drainage systems within the Property and the entrance areas to the Property. Each property owner will be required to become a member of an association by virtue of purchasing property in the PUD, subject to the rules, covenants and restrictions of that association, with responsibilities and voting privileges based upon the number of residential units owned or the gross building square footage constructed. The general scope and format of the association documents and covenants and restrictions will be similar in concept to the documents of similar property owners associations in New Smyrna Beach. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public Records of Volusia County, Florida. Each association will have a board of directors to legislate and govern the rules and orders of each association. The association boards will have the means and authority to carry out and regulate the by-laws and restrictions governing the perpetual maintenance, operation and repairs of all common areas and facilities. Not only will the boards of directors be able to regulate and govern the common areas, the boards will also regulate each and every member requiring the maintenance and service of his own individual property. The association rules may be enforced by fines and liens upon a member's own property in order to maintain, operate and service all common facilities on the Property. The associations will have authority to place liens against individually owned properties in order to collect unpaid dues. The

associations will have the power and means to hire, supervise and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. In addition, the associations shall prohibit short-term rentals within the Property.

B. If the associations fail to perform the maintenance, repair or replacement, as necessary, on the stormwater retention and drainage facilities, the City shall have the right, but not the obligation, after notice, to enter upon the common area of the Property and to provide the maintenance, repair or replacement of the stormwater retention and drainage facilities and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair and replacement as the City may deem necessary.

C. Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the Property, which shall not be construed to be common facilities owned by the association(s). If requested by the City and as otherwise needed for plat improvements, the Developer will provide access easements and grants for the installation, maintenance and construction of the public utilities including drainage, water, sewer, reclaimed water and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

D. Developer recognizes that property owners in Shell Pointe Colony will make use of portions of Venetian Bay, and especially the Estates at Verano, via roadway and pedestrian connections, in addition to potential use of the Venetian Bay Village Center. As such, the associations in Shell Pointe Colony, as described herein above, shall also be subject to the Venetian Bay Homeowners' Association, Inc. (Master Association), which shall collect assessments from the associations to pay for the upkeep of landscaping and infrastructure within the Venetian Bay PUD and the Estates at Verano.

13. COSTS:

No costs of development of the Property, hereunder, shall be borne by the City or Utilities Commission unless the City or Utilities Commission specifically agrees in writing to assume such cost.

14. EFFECTIVE DATE AND EXPIRATION:

A. This Agreement shall be effective upon approval by the City Commission. The Developer will be required to record the Agreement with the Volusia County Clerk of the Court and provide a copy to the City Clerk and Administrative Official. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.

B. The development rights under this Agreement shall expire five (5) years from the date of its execution. This Agreement may be extended for an additional 5-year term as an amendment to this Agreement.

C. The term "development" shall mean that the Developer, his successors or assigns, shall actively be in pursuit of installation of improvements, permits for installation of improvements, or installation of improvements over a portion or all of the Property.

D. If the City does not approve this Agreement, it shall be null, void and without further effect.

15. AMENDMENTS:

A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 2.D. of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied and the City.

B. Before amending this Agreement, the City shall conduct two or more public hearings. At the City's option, one of these public hearings may be held by the Planning and Zoning Board.

(1) Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

(2) If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3) (c), Florida Statutes (2014), as amended from time to time.

(3) The day, time and place at which the second public hearing, if any, will be held shall be announced at the first public hearing.

(4) The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

(a) Changes in permitted and/or conditional uses;

(b) Changes in building intensities and/or height proposed.

(5) All notices shall specify a place where a copy of the proposed amendment can be obtained prior to the public hearing.

16. PUBLIC RECORD:

The parties agree this Agreement shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to the entire subject Property described herein or any portion thereof. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority.

17. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

18. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED:

Nothing contained in this Agreement shall be construed as a waiver of or attempted waiver of contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

19. COMPLETE AGREEMENT:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signatures on following pages.]

Signed, sealed and delivered
in the presence of:

Barbara Billings
Witness 1

Barbara Billings
Print Name of Witness 1

Fran Gosnell
Witness 2

Fran Gosnell
Print Name of Witness 2

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

By: _____
James Hathaway, Mayor

By: _____
Johnny Bledsoe, City Clerk

Dated: July 16, 2018

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of July, 2018, by JAMES HATHAWAY and JOHNNY BLEDSOE, Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

KELLY MCQUILLEN
MY COMMISSION # FF 981362
EXPIRES: April 12, 2020
Bonded Thru Budget Notary Services

Kelly McQuillen
Notary Public

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: Carrie Avallone
City Attorney, Carrie Avallone

Dated: 7/25/18

Signed, sealed and delivered in the presence of:

Witness 1

Brian S. Hutchins
Print Name of Witness 1

Witness 2

SHERRI ALDRICH
Print Name of Witness 2

BG AGENCY, LLC, a Florida limited liability company

By: BRUCE O. SPEER

Dated: 7/3/2018

STATE OF ILLINOIS
COUNTY OF COLES

The foregoing instrument was acknowledged before me this 3rd day of July, 2018, by Bruce Speer, as Member of **BG AGENCY, LLC**, who is [4] personally known to me or who [ ] produced _____ as identification who and did not take an oath.

(Seal)

OFFICIAL SEAL
JOHNA VON BEHRENS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/28/21

Notary Public

EXHIBIT "A"

OFFICIAL RECORDS BOOK 6716, PAGE 344

LAND DEEDED TO WILLIAM E. LOUCKS, AS TRUSTEE UNDER THAT CERTAIN LAND TRUST KNOWN AS THE PIONEER TRAIL LAND TRUST, FEBRUARY 14, 2008, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6193, PAGE 642, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL OF LAND IN SECTIONS 5, 8, AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE RUN ALONG THE WEST LINE N 01°28' 01" W, A DISTANCE OF 26.70 FEET TO THE NORTHEAST CORNER OF TIFFANY HOMES AT VENETIAN BAY, PHASE 1B AS RECORDED IN MAP BOOK 53, PAGE 189-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SECTION 8, N 01° 28' 01" W, A DISTANCE OF 2614.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00° 04' 16" E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.08 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL A 66 FT. RIGHT OF WAY AS NOW ESTABLISHED AND OCCUPIED; THENCE RUN ALONG THE SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES S 79° 32' 51" E, A DISTANCE OF 1296.65 FEET; THENCE S 79° 06' 22" E, A DISTANCE OF 1439.03 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, THENCE RUN ALONG THE WEST LINE OF SAID LAND, S 06° 56' 00" W, A DISTANCE OF 360.00 FEET TO THE SOUTH LINE OF SAID LAND; THENCE RUN ALONG THE SOUTH LINE OF SAID LAND S 79° 48' 53" E, A DISTANCE OF 375.00 FEET TO THE EAST LINE OF SAID LAND; THENCE RUN ALONG THE EAST LINE OF SAID LAND, N 06° 55' 46" E, A DISTANCE OF 360.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID PIONEER TRAIL; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL THE FOLLOWING 9 COURSES: S 80° 34' 35" E, A DISTANCE OF 305.65 FEET; THENCE S 81° 26' 18" E, A DISTANCE OF 261.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A CENTRAL ANGLE OF 14° 19' 00", A RADIUS OF 1033.00 FEET AND A CHORD BEARING OF S 88° 35' 48" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 258.12 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 84° 14' 42" E, A DISTANCE OF 205.57 FEET; THENCE N 83° 52' 05" E, A DISTANCE OF 1110.76 FEET; THENCE S 03° 20' 59" E, A DISTANCE OF 17.32 FEET; THENCE N 84° 42' 59" E, A DISTANCE OF 210.19 FEET; THENCE S 89° 34' 21" E, A DISTANCE OF 502.45 FEET; THENCE N 84° 42' 59" E, A DISTANCE OF 122.93 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY I-95; THENCE RUN ALONG THE WEST RIGHT OF WAY LINE OF I-95 THE FOLLOWING 4 COURSES: S 04° 32' 18" E, A DISTANCE OF 1083.12 FEET; THENCE S 03° 06' 43" E, A DISTANCE OF 200.06 FEET; THENCE S 04° 32' 18" E, A DISTANCE OF 90.82 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 3999.83 FEET AND A CENTRAL ANGLE OF 1° 23' 01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 96.59 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2646; THENCE DEPART SAID RIGHT OF WAY OF I-95 AND RUN ALONG THE SAID WEST LINE THE FOLLOWING 5 COURSES: S 38° 05' 37" W, A DISTANCE OF 519.09 FEET; THENCE S 34° 52' 24" W, A DISTANCE OF 460.54 FEET; THENCE S 28° 18' 22" W, A DISTANCE OF 518.53 FEET; THENCE S 10° 54' 28" W, A DISTANCE OF 540.52 FEET; THENCE S 06° 48' 48" W, A DISTANCE OF 634.92 FEET TO THE NORTHEAST CORNER OF THAT LAND DESCRIBED IN OFFICIAL RECORD BOOK 6106 PG. 1858, SAID PUBLIC RECORDS; THENCE DEPART ALONG THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6106, PAGE 1858 THE FOLLOWING 5 COURSES: N 73° 02' 06" W, A DISTANCE OF 1636.14 FEET; THENCE N 02° 20' 33" E, A DISTANCE OF 730.38 FEET; THENCE N 88° 09' 05" W, A DISTANCE OF 384.46 FEET; THENCE N 81° 59' 03" W, A DISTANCE OF 804.77 FEET; THENCE S 11° 25' 45" W, A DISTANCE OF 977.34 FEET TO THE NORTH LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5855 PG. 4451, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE THE FOLLOWING 2 COURSES: N 48° 34' 15" W, A DISTANCE OF 1536.43 FEET; THENCE N 78° 32' 34" W, A DISTANCE OF 1015.86 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND DEEDED TO FLORIDA POWER & LIGHT COMPANY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND 5/8" IRON ROD WITH AN UNREADABLE CAP NEAR (0.39' EAST AND 0.46' NORTH) THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S01°05'36"E, A DISTANCE OF 548.46 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF PIONEER TRAIL SAID POINT BEING THE POINT OF BEGINNING; THENCE S01°08'01"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 857.05 FEET; THENCE S84°42'55"W, A DISTANCE OF 1,275.29 FEET; THENCE N05°47'14"W, A DISTANCE OF 857.87 FEET; THENCE N84°14'42"W A DISTANCE OF 2.92 FEET; THENCE N83°52'05"E, A DISTANCE OF 1,110.76 FEET; THENCE S03°20'59"E, A DISTANCE OF 17.32 FEET; THENCE N84°42'59"E, A DISTANCE OF 210.19 FEET; THENCE S89°34'21"E, A DISTANCE OF 21.79 FEET TO THE POINT OF BEGINNING.

OFFICIAL RECORDS BOOK 6716, PAGE 332

LAND DEEDED TO WILLIAM E. LOUCKS, AS TRUSTEE UNDER THAT CERTAIN LAND TRUST KNOWN AS THE PIONEER TRAIL LAND TRUST, JULY 30, 2007, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6106, PAGE 1858, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND SECTION 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 – UNIT 1, AS RECORDED IN MAP BOOK 53, PAGES 139 THROUGH 175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N77°42'19"W ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 – UNIT 1 , A DISTANCE OF 2513.87 FEET TO THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5855, PAGE 4451, SAID PUBLIC RECORDS; THENCE DEPART SAID NORTH LINE N07°34'30"E ALONG SAID EASTERLY LINE, 1878.62 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE N48°34'14"W, 222.94 FEET; THENCE DEPART SAID EASTERLY LINE N11°25'43"E, 977.41 FEET; THENCE S81°58'56"E, 804.77 FEET; THENCE S88°08'55E", 384.47 FEET; THENCE S02°20'05"W, 730.35 FEET; THENCE S73°02'01"E, 1636.07 FEET TO THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3526, PAGE 1971, SAID PUBLIC RECORDS; THENCE S06°48'48"W ALONG SAID EASTERLY LINE, 664.93 FEET; THENCE S16°46'13"W ALONG SAID EASTERLY LINE, 1578.12 FEET TO THE POINT OF BEGINNING.

OFFICIAL RECORDS BOOK 6716, PAGE 332 PARCEL 3

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5855, PAGE 4451, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF VENETIAN BAY PHASE 2 – UNIT 1, AS RECORDED IN MAP BOOK 53, PAGES 139 THROUGH 175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N77°42'19"W ALONG THE NORTH LINE OF SAID VENETIAN BAY PHASE 2 – UNIT 1 , A DISTANCE OF 2513.87 FEET TO THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5855, PAGE 4451, SAID PUBLIC RECORDS; THENCE DEPART SAID NORTH LINE N07°34'30"E ALONG SAID EASTERLY LINE, 1878.62 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE N48°34'14"W, 152.05 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID EASTERLY LINE S22°23'02"W, 59.40 FEET; THENCE N66°18'51"W, 29.25 FEET; THENCE N22°23'02"E, 68.83 FEET; THENCE S48°34'14"E, 30.93 FEET TO THE POINT OF BEGINNING.

OFFICIAL RECORDS BOOK 6908, PAGE 4682

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND SECTION 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A 4" x 4" CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF SAID SECTION 8 AND THE NORTHWEST CORNER OF SAID SECTION 17, AS SHOWN ON THE PLAT OF VENETIAN BAY PHASE 1B–UNIT 1, AS RECORDED IN MAP BOOK 52, PAGES 71 THROUGH 91 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE N01°28'01"W ALONG THE EAST LINE OF SAID PHASE 1B–UNIT 1 AND THE WESTERLY LINE OF THE SOUTHWEST ONE–QUARTER OF SAID SECTION 8, A DISTANCE OF 431.61 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEASTERLY CORNER OF SAID PHASE 1B–UNIT 1 AND THE SOUTHEASTERLY CORNER OF VENETIAN BAY PHASE 1B–UNIT 2, AS RECORDED IN MAP BOOK 52, PAGES 150 THROUGH 168 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE CONTINUE N01°28'01"W ALONG THE EASTERLY LINE OF SAID PHASE 1B–UNIT 2 AND THE WESTERLY LINE OF SAID SOUTHWEST ONE–QUARTER, 2208.43 FEET TO A 1–1/4" IRON PIPE BEING THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE CONTINUE N01°28'01"W ALONG THE WEST LINE OF THE NORTHWEST ONE–QUARTER OF SAID SECTION 8, A DISTANCE OF 26.70 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 8, S78°32'20"E, 856.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S78°32'20"E, 159.08 FEET; THENCE S48°34'14"E, 1576.31 FEET; THENCE S22°23'02"W, 68.83 FEET; THENCE S66°18'51"E, 29.25 FEET; THENCE N22°23'02"E, 59.40 FEET; THENCE S48°34'14"E, 152.05 FEET; THENCE S07°34'30"W, 1527.43 FEET; THENCE N77°42'17"W, 100.07 FEET; THENCE N06°37'38"E, 1441.31 FEET; THENCE N46°52'51"W, 1838.78 FEET TO THE POINT OF BEGINNING.

EXCEPTION OFFICIAL RECORDS BOOK 6908, PAGE 4691

A PORTION OF SECTION 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A 4" x 4" CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF SAID SECTION 8 AND THE NORTHWEST CORNER OF SAID SECTION 17, AS SHOWN ON THE PLAT OF VENETIAN BAY PHASE 1B–UNIT 1, AS RECORDED IN MAP BOOK 52, PAGES 71 THROUGH 91 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE N01°28'01"W ALONG THE EAST LINE OF SAID PHASE 1B–UNIT 1 AND THE WESTERLY LINE OF THE SOUTHWEST ONE–QUARTER OF SAID SECTION 8, A DISTANCE OF 431.61 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEASTERLY CORNER OF SAID PHASE 1B–UNIT 1 AND THE SOUTHEASTERLY CORNER OF VENETIAN BAY PHASE 1B–UNIT 2, AS RECORDED IN MAP BOOK 52, PAGES 150 THROUGH 168 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE CONTINUE N01°28'01"W ALONG THE EASTERLY LINE OF SAID PHASE 1B–UNIT 2 AND THE WESTERLY LINE OF SAID SOUTHWEST ONE–QUARTER, 2208.43 FEET TO A 1–1/4" IRON PIPE BEING THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE CONTINUE N01°28'01"W ALONG THE WEST LINE OF THE NORTHWEST ONE–QUARTER OF SAID SECTION 8, A DISTANCE OF 26.70 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 8, S78°32'20"E, 1015.90 FEET; THENCE S48°34'14"E, 1576.31 FEET; THENCE S22°23'02"W, 68.83 FEET; THENCE S66°18'51"E, 29.25 FEET; THENCE N22°23'02"E, 59.40 FEET; THENCE S48°34'14"E, 152.05 FEET; THENCE S07°34'30"W, 1527.43 FEET TO THE POINT OF BEGINNING; THENCE S77°42'17"E, 673.41 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 121°42'01" AND A CHORD BEARING S49°03'54"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 552.26 FEET; THENCE S49°37'32"W, 166.40 FEET TO THE NORTH LINE OF VENETIAN BAY PHASE 2 – UNIT 1, AS RECORDED IN MAP BOOK 53, PAGES 139–175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N77°42'19"W ALONG SAID NORTH LINE, 942.19 FEET; THENCE N07°34'30"E, 351.19 FEET TO THE POINT OF BEGINNING.

NET AREA OF THE ABOVE 543.53 ACRES

Instrument #20181503382 #22 Book:7576 Page:1105

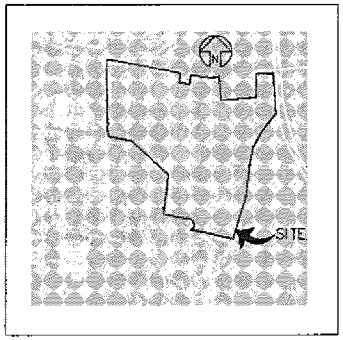
EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN
FOR
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
OCTOBER 2016

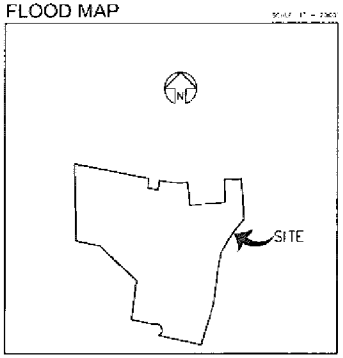
PREPARED BY:

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS

AERIAL MAP



FLOOD MAP



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DAYTONA BEACH, FLORIDA 32118
PHONE: (386) 258-7999 FAX: (386) 257-4310
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BIOLOGICAL CONSULTING SERVICES INC.
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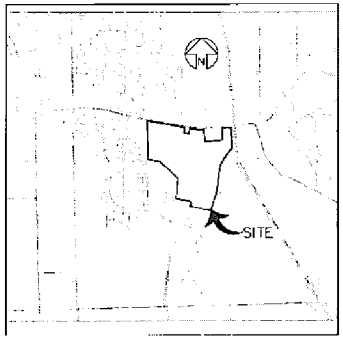
CONTACT: GLENN D. STORCH, ESQ.
420 S. NOVA ROAD
DAYTONA BEACH, FLORIDA 32114
PHONE: (386) 238-8363 FAX: (386) 236-0988

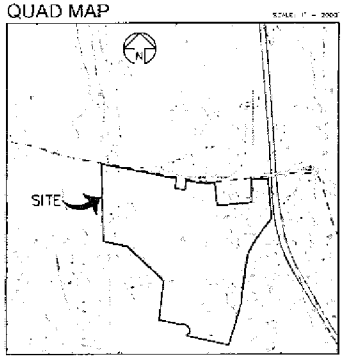
SHEET INDEX

No.	DESCRIPTION
C1	COVER SHEET
C2	CONCEPT PLAN
C3	OPEN SPACE / PATHWAY EXHIBIT
C4	VILLAGE CENTER PROXIMITY EXHIBIT
C5	WETLAND IMPACT EXHIBIT
C6-C7	LOT LAYOUT
C8-C9	EXISTING SITE CONDITIONS
C10	ROADWAY TYPICAL SECTIONS
C11	ROADWAY TYPICAL SECTIONS

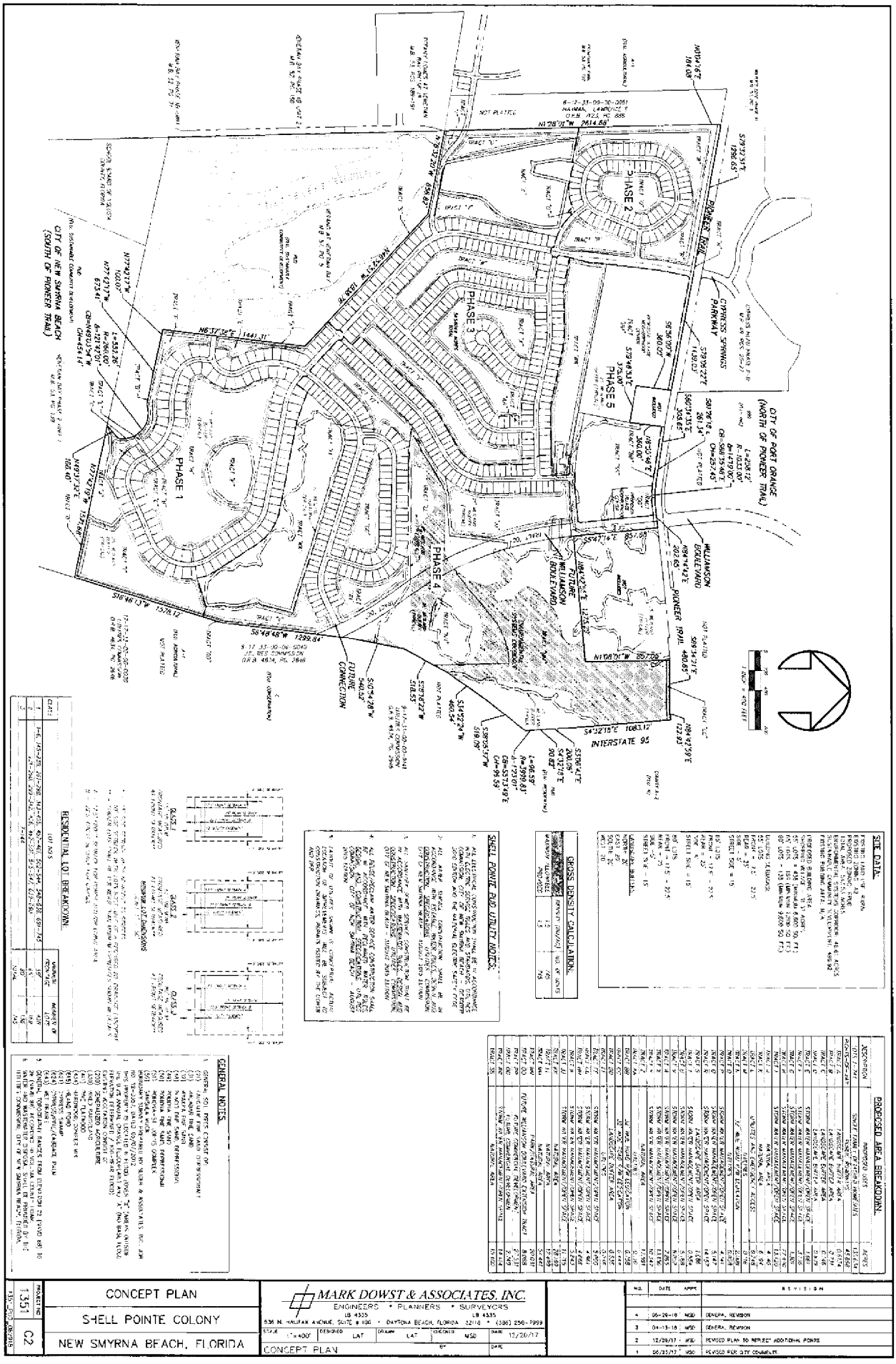
VICINITY MAP

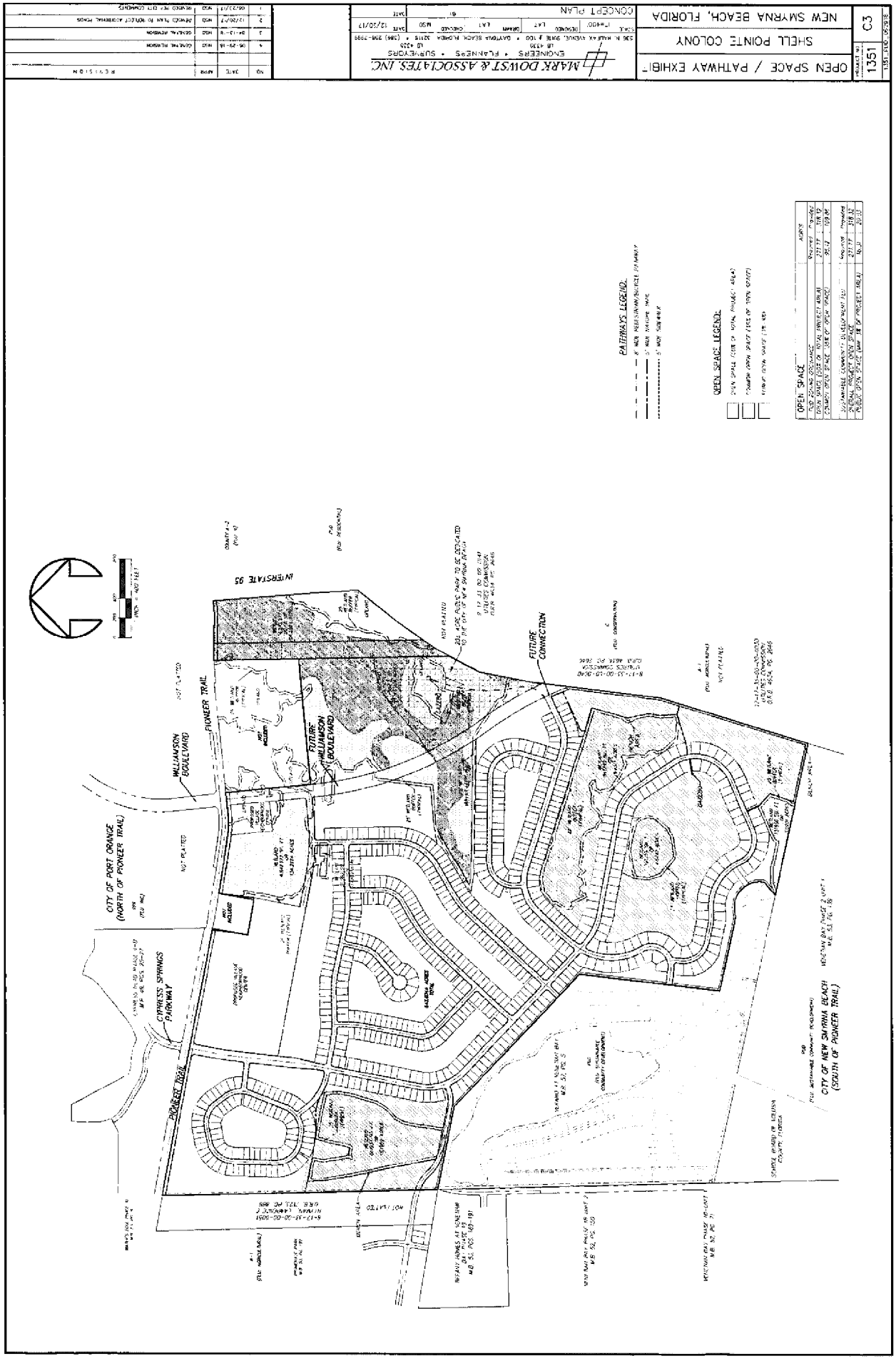


QUAD MAP

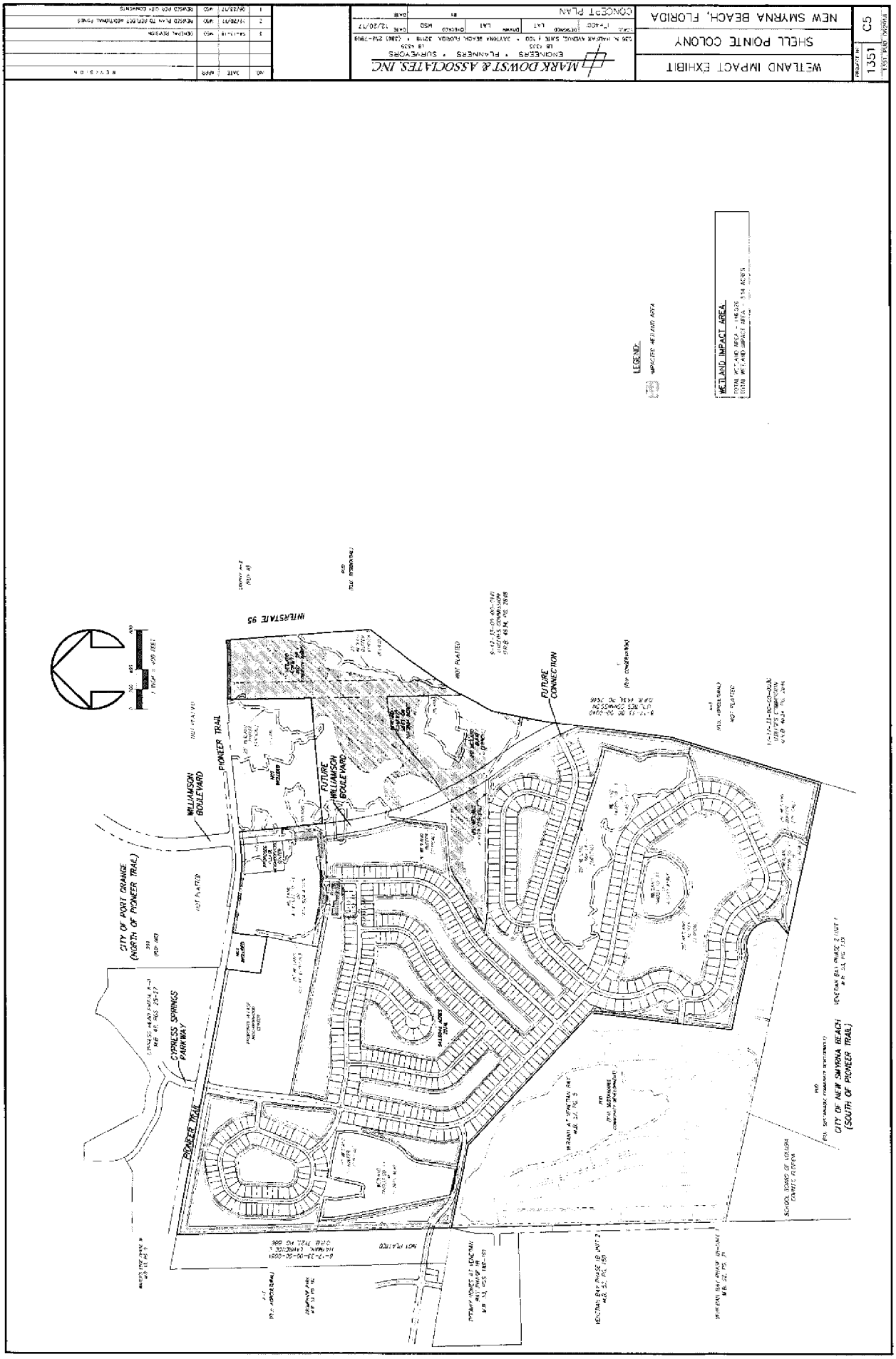


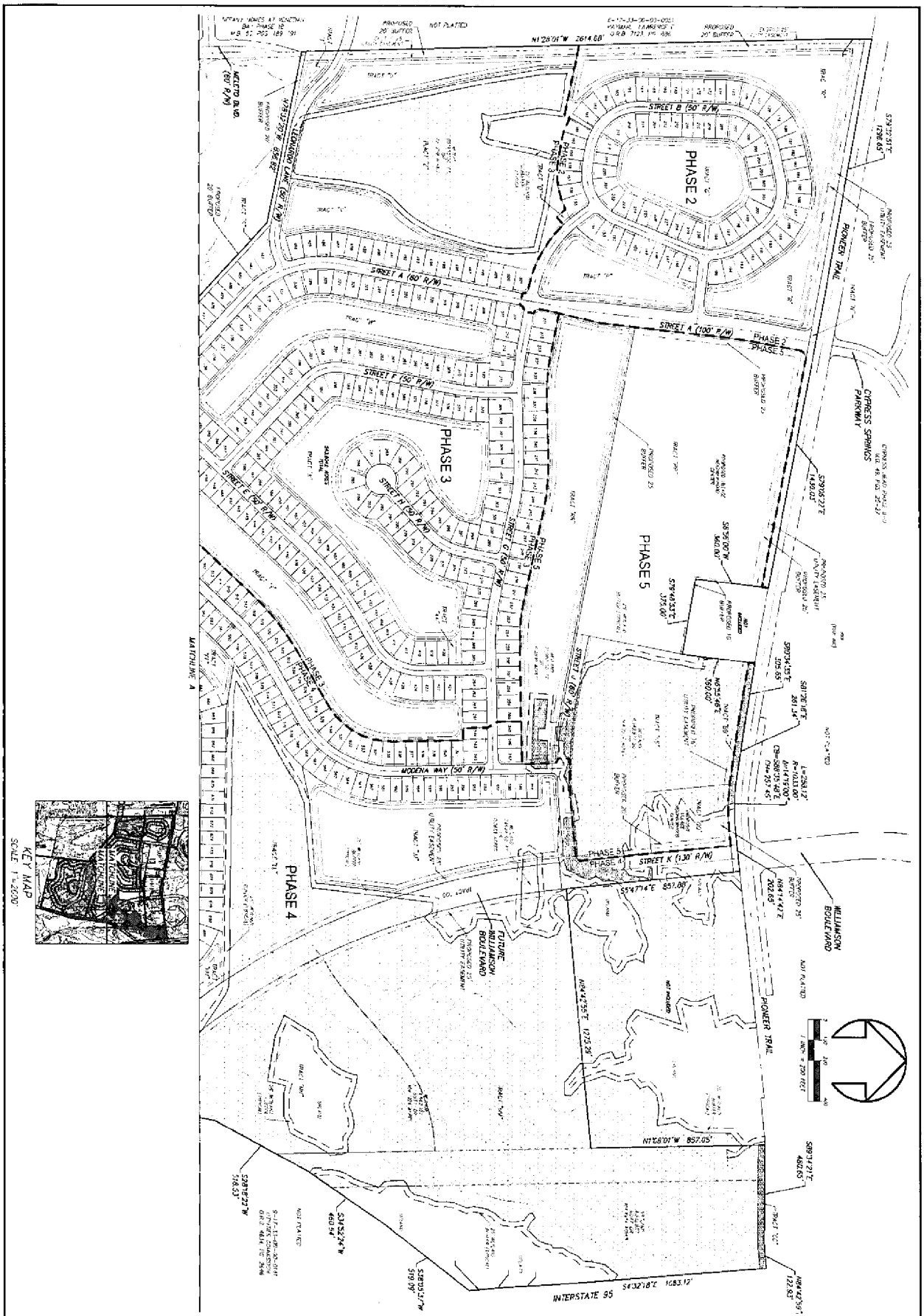
SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST


CITY OF NEW SMYRNA BEACH (SOUTH OF PIONEER TRAIL)
CITY OF PORT ORANGE (NORTH OF PIONEER TRAIL)
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
CYPRESS SPRINGS PARKWAY
WILLIAMSON BOULEVARD
FUTURE CONNECTION
PIONEER TRAIL
INTERSTATE 95
SITE DATA:
GROSS DENSITY CALCULATION:
PROPOSED AREA BREAKDOWN:
RESIDENTIAL LOT BREAKDOWN:
SHELL POINTE PUD UTILITY NOTES:
GENERAL NOTES:
CONCEPT PLAN
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
536 N. HALIFAX AVENUE, SUITE B 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 256-7999
CONCEPT PLAN
REVISION
PROJECT NO. 1351
C2


OPEN SPACE / PATHWAY EXHIBIT
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
C3
MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
CONCEPT PLAN
OPEN SPACE
PATHWAYS LEGEND:
OPEN SPACE LEGEND:
INTERSTATE 95
FUTURE WILLIAMSON BOULEVARD
FUTURE CONNECTION
WILLIAMSON BOULEVARD
PIONEER TRAIL
CYPRESS SPRINGS PARKWAY
CITY OF PORT ORANGE (NORTH OF PIONEER TRAIL)
CITY OF NEW SMYRNA BEACH (SOUTH OF PIONEER TRAIL)

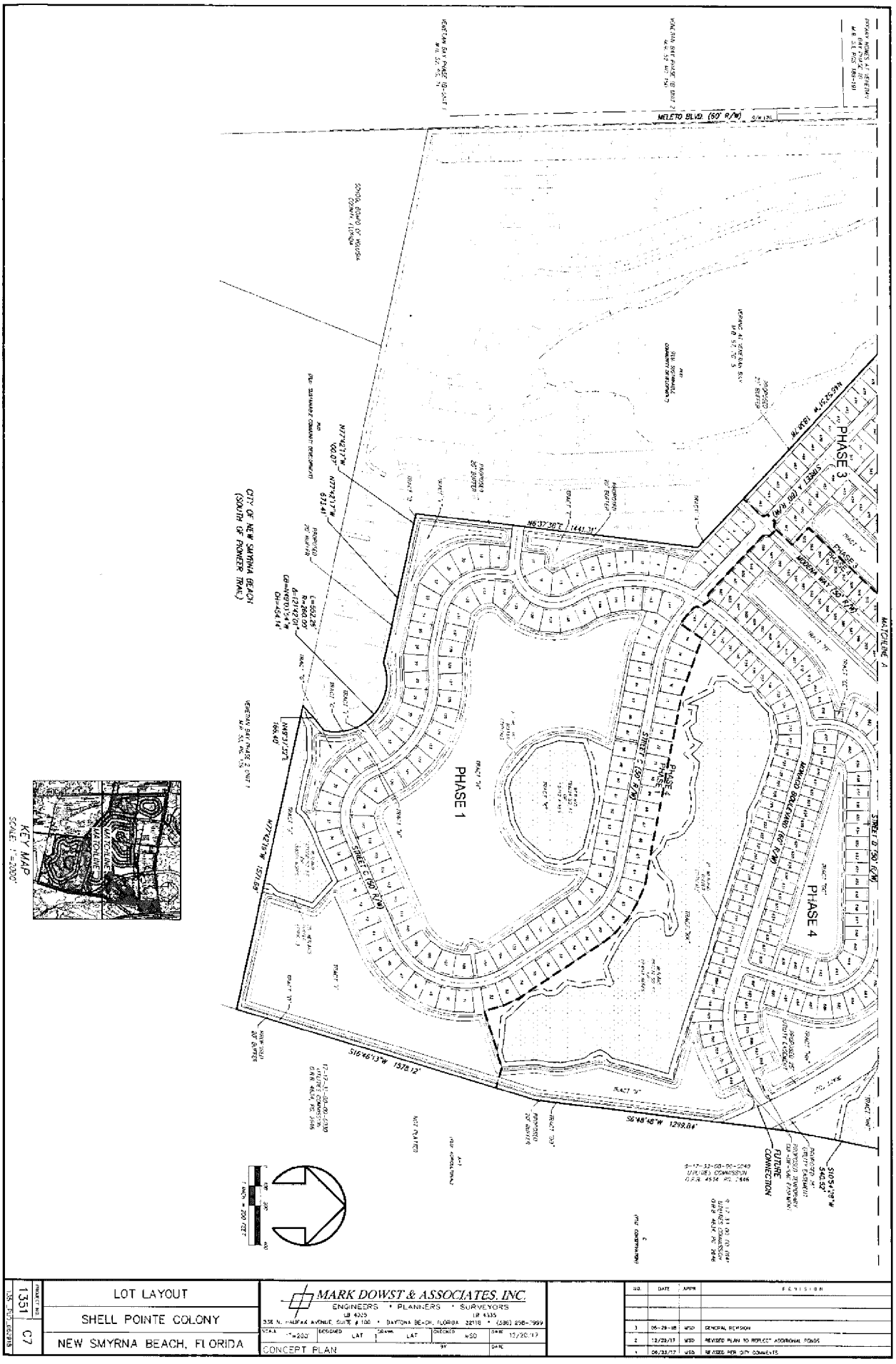
VILLAGE CENTER PROXIMITY EXHIBIT
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
C4
1351
MARK DOWST & ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS
CONCEPT PLAN
LEGEND:
VILLAGE CENTER
WILLIAMSON BOULEVARD
INTERSTATE 95
PIONEER TRAIL
FUTURE CONNECTION
FUTURE WILLIAMSON BOULEVARD
CYPRESS SPRINGS PARKWAY
CITY OF FORT ORANGE (NORTH OF PIONEER TRAIL)
CITY OF NEW SMYRNA BEACH (SOUTH OF PIONEER TRAIL)
NOT PLATTED
NOT PLATTED
NOT PLATTED


WETLAND IMPACT EXHIBIT
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
C5
1351
CONCEPT PLAN
MARK DOWSTA & ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS
LEGEND:
WETLAND IMPACT AREA
WETLAND IMPACT AREA - 1.86 ACRES
INTERSTATE 95
WILLIAMSON BOULEVARD
PIONEER TRAIL
FUTURE WILLIAMSON BOULEVARD
FUTURE CONNECTION
CITY OF PORT ORANGE (NORTH OF PIONEER TRAIL)
CYPRESS SPRINGS PARKWAY
CITY OF NEW SMYRNA BEACH (SOUTH OF PIONEER TRAIL)



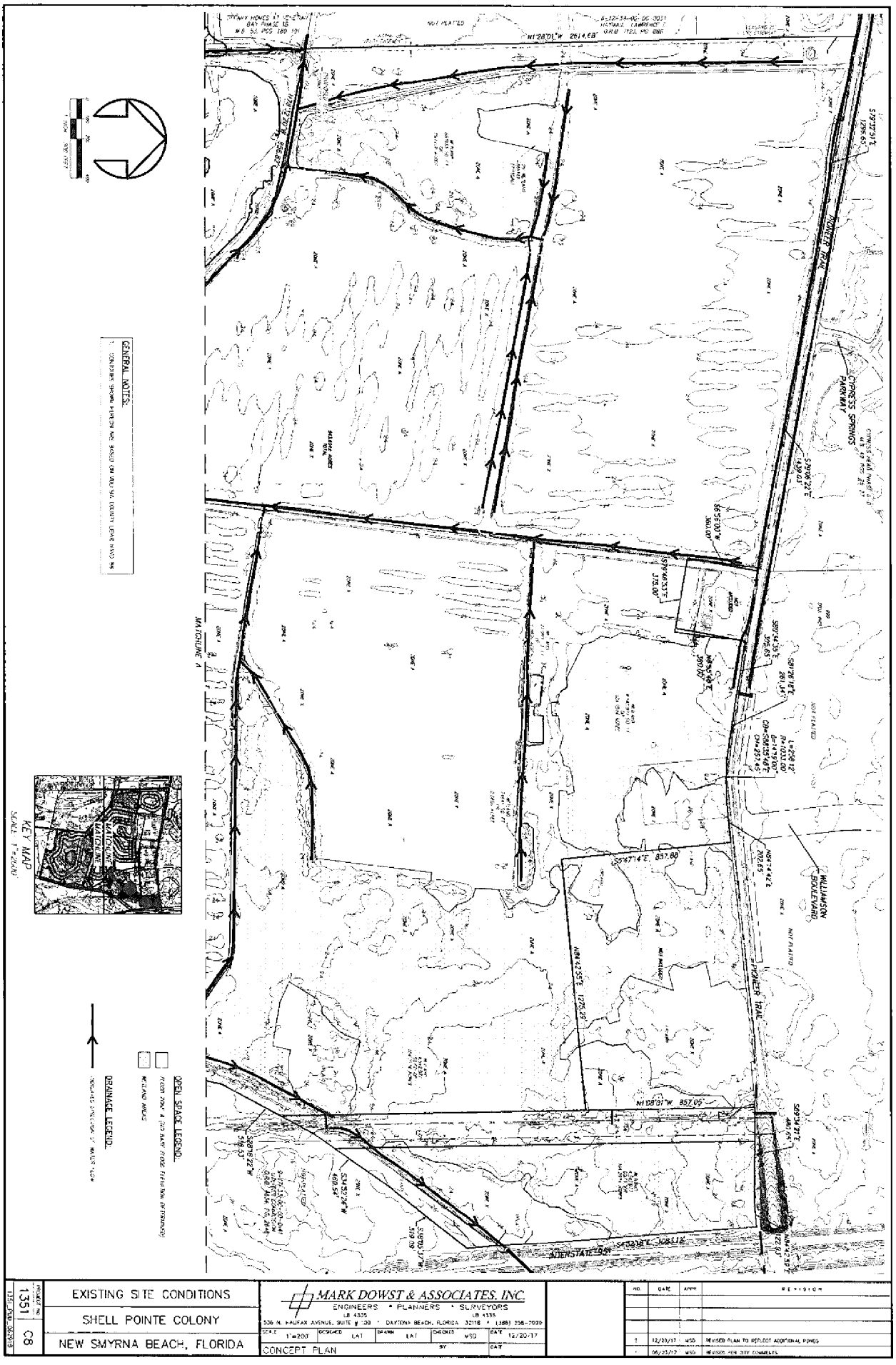
PROJECT NO. 1351	LOT LAYOUT	MARK DOWST & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS LB 4335 LB 4335 526 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 255-7959
C6	SHELL POINTE COLONY	SCALE 1"=200' DESIGNED LAT DRAWN LAT CHECKED MSD DATE 12/20/17
1351_PUD_08.DWG	NEW SMYRNA BEACH, FLORIDA	CONCEPT PLAN BY DATE

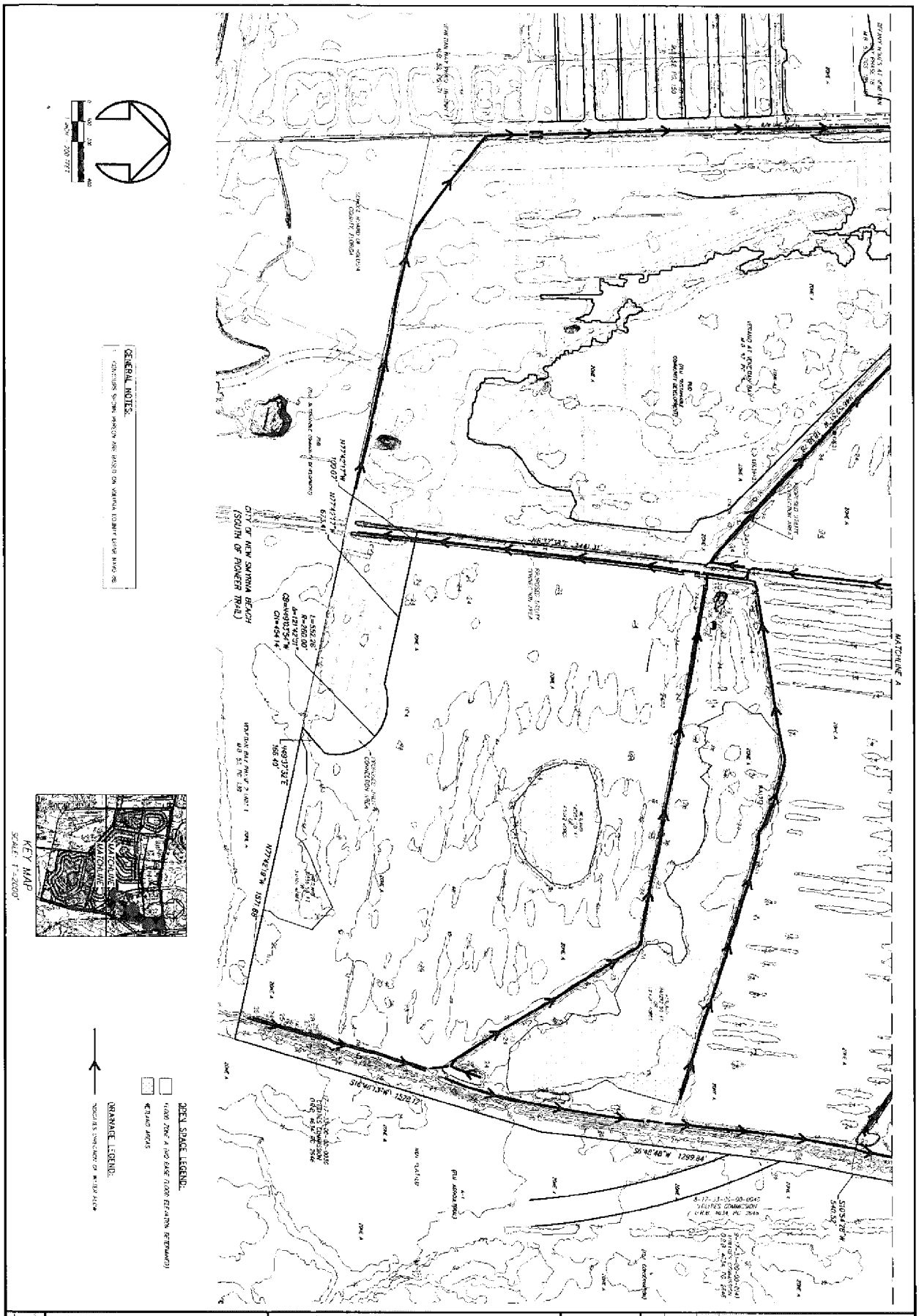
NO.	DATE	APPR.	REVISION
4	6-29-18	MSD	GENERAL REVISION
3	04-13-18	MSD	GENERAL REVISION
2	12/20/17	MSD	REVISED PLAN TO REFLECT ADDITIONAL BONDS
1	05/23/17	MSD	REVISED PER CITY COMMENTS

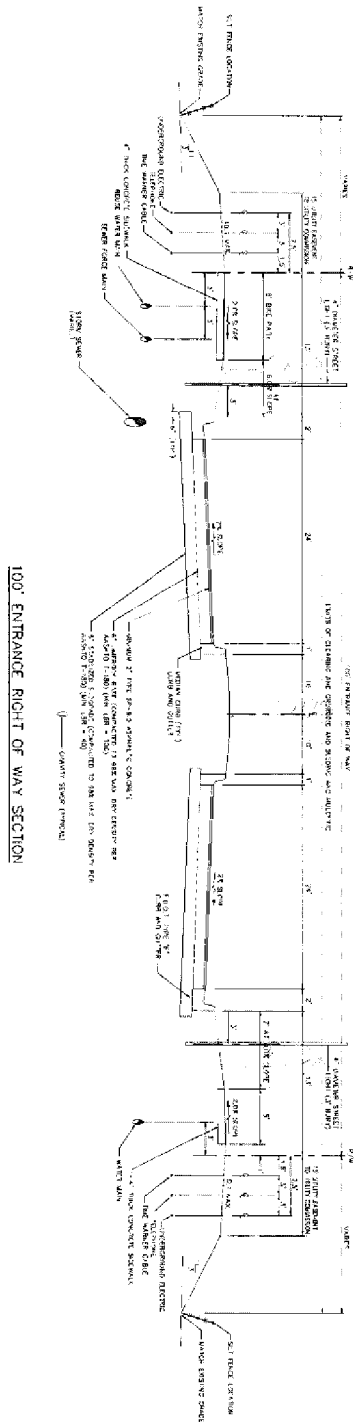


PROJECT NO. 1351	LOT LAYOUT	MARK DOWST & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS LB 4325
SHEET NO. C7	SHELL POINTE COLONY	336 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999 LB 4325
	NEW SMYRNA BEACH, FLORIDA	SCALE 1"=200' DESIGNED LAT DRAWN LAT CHECKED MSD DATE 12/20/17
		CONCEPT PLAN BY DATE

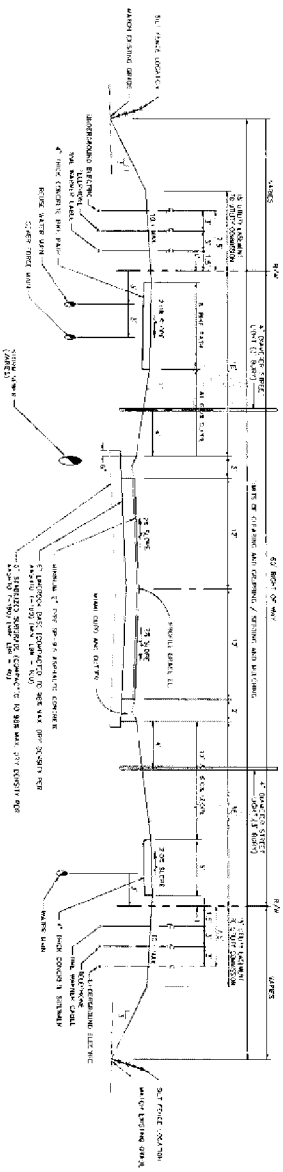
NO.	DATE	APPR	REVISION
3	06-28-18	MSD	GENERAL REVISION
2	12/29/17	MSD	REVISED PLAN TO REFLECT ADDITIONAL ROADS
1	06/23/17	MSD	REVISED PER CITY COMMENTS


GENERAL NOTES:
KEY MAP
SCALE 1"=2000'
OPEN SPACE LEGEND
DRAINAGE LEGEND
WILLIAMSON BOULEVARD
CYPRESS SPRINGS PARKWAY
PIONEER TRAIL
MATOAQUA
INTERSTATE 95
N11°28'01"W 2614.68'
N11°08'01"W 857.05'
S89°47'14"E 857.80'
S89°47'14"E 203.65'
S89°47'14"E 1296.63'
S89°47'14"E 1296.63'
S89°47'14"E 1296.63

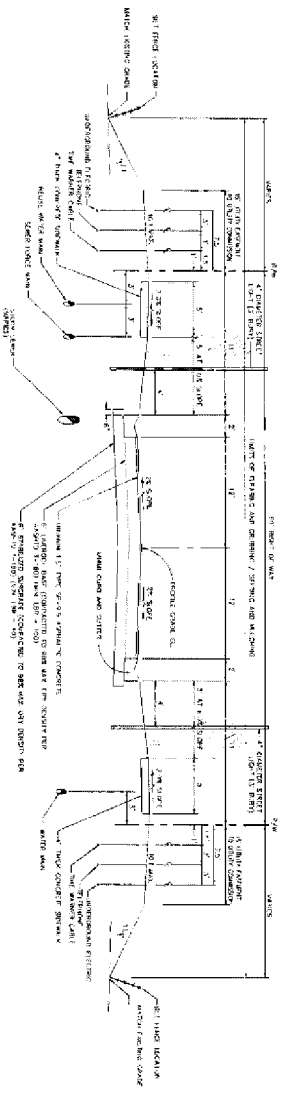

GENERAL NOTES:
KEY MAP
SCALE: 1"=2000'
OPEN SPACE LEGEND:
DRAINAGE LEGEND:
EXISTING SITE CONDITIONS
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
CONCEPT PLAN
MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
LB 4315
836 N. HALIFAX AVENUE, SUITE 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999
PROJECT NO. 1351
SHEET NO. C9
SCALE: 1"=200'
DESIGNED LAT
DRAWN LAT
CHECKED MSD
DATE 11/20/17
BY
DATE
NO. DATE APPR REVISION
2 10/20/17 MSD REVISED PLAN TO REFLECT ADDITIONAL PONDS
1 09/13/17 MSD REVISED PER CITY COMMENTS



100' ENTRANCE RIGHT OF WAY SECTION



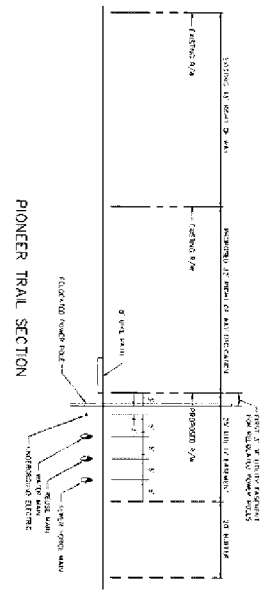
TYPICAL 60' RIGHT-OF-WAY SECTION



TYPICA 50' RIGHT-OF-WAY SECTION

PROJECT NO. 1351	ROADWAY TYPICAL SECTIONS	MARK DOWST & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS FB 4115 LB 4115
SHEET NO. C10	SHELL POINTE COLONY	550 N. NEWPORT AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7389
	NEW SMYRNA BEACH, FLORIDA	SCALE: N.T.S. DESIGNED: MSD DRAWN: JAY CHECKED: MSD DATE: 10-5-16 BY DATE

NO.	DATE	APP'D	REVISION
2	6-29-18	MSD	GENERAL REVISION
1	5-23-17	MSD	REVISED PER CONSD COMMENTS DATED MARCH 8TH, 2017



PROJECT NO. 1351	ROADWAY TYPICAL SECTIONS	MARK DOWST & ASSOCIATES, INC. ENGINEERS * PLANNERS * SURVEYORS LB 4335 LB 4139 536 S. ATLANTIC AVENUE, SUITE #100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-2948
SHEET NO. C11	SHELL POINTE COLONY	SCALE N.T.S. DESIGNED MSD DRAWN JAY CHECKED MSD DATE 10-5-16 BY JAL
	NEW SMYRNA BEACH, FLORIDA	NO. DATE APP'D REVISIONS 4-25-17 MSD REVISED PER W/MSD COMMENTS DATED MARCH 9TH, 2017

EXHIBIT "B"

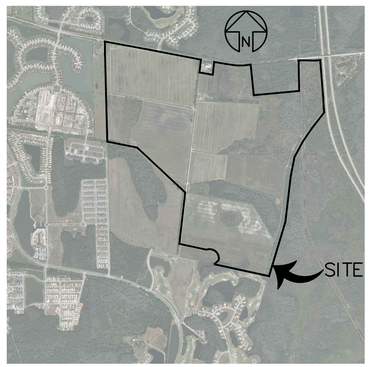
CONCEPTUAL DEVELOPMENT PLAN
FOR
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA
OCTOBER 2016

PREPARED BY:

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS

AERIAL MAP

SCALE: 1" = 2000'



FLOOD MAP

SCALE: 1" = 2000'



OWNER

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ENGINEER

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PHONE: (386) 258-7999 FAX: (386) 257-4310
E-MAIL: mdowst@mdaeng.com

ENVIRONMENTAL

BIOLOGICAL CONSULTING SERVICES INC.
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ATTORNEY

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420 S. NOVA ROAD
DAYTONA BEACH, FLORIDA 32114
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SHEET INDEX

No.	DESCRIPTION
C1	COVER SHEET
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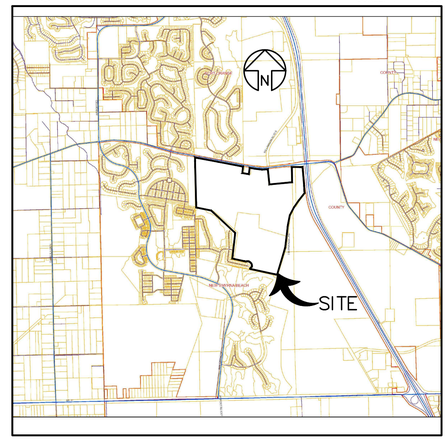
C5	WETLAND IMPACT EXHIBIT
C6-C7	LOT LAYOUT
C8-C9	EXISTING SITE CONDITIONS
C10	ROADWAY TYPICAL SECTIONS
C11	ROADWAY TYPICAL SECTIONS

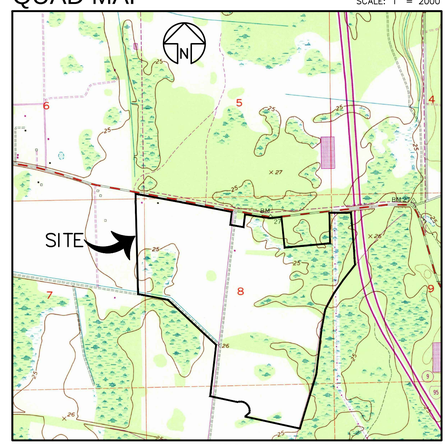
VICINITY MAP

SCALE: 1" = 4000'

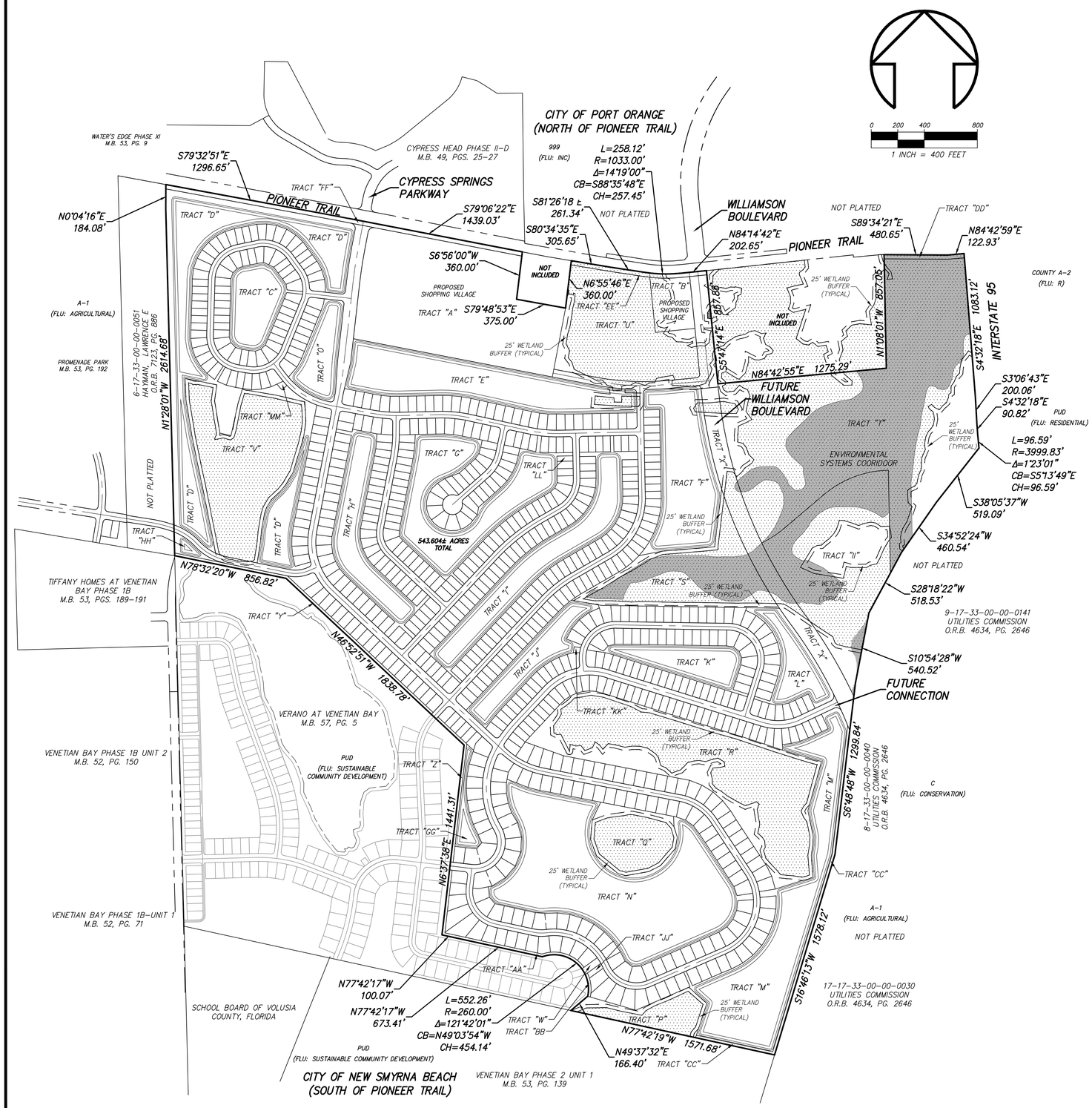


QUAD MAP

SCALE: 1" = 2000'



SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST



SITE DATA:

EXISTING LAND USE: RURAL
EXISTING ZONING: A2
PROPOSED ZONING: RPUD
TOTAL AREA: 543.53 ACRES
ENVIRONMENTAL SYSTEMS CORRIDOR: 46.61 ACRES
SUSTAINABLE COMMUNITY DEVELOPMENT: 496.92
EXISTING BUILDING AREA: N/A

PROPOSED BUILDING AREA:
SHOPPING VILLAGE = 31.37 ACRES
55' LOTS = (MINIMUM 6,600 SQ. FT.)
65' LOTS = (MINIMUM 7,800 SQ. FT.)
80' LOTS = (MINIMUM 9,600 SQ. FT.)

BUILDING SETBACKS:
55' LOTS
FRONT = 17.5' - 22.5'
REAR = 25'
SIDE = 5'
STREET SIDE = 15'

65' LOTS
FRONT = 17.5' - 22.5'
REAR = 25'
SIDE =5'
STREET SIDE = 15'

80' LOTS
FRONT = 17.5' - 22.5'
REAR = 25'
SIDE =5'
STREET SIDE = 15'

LANDSCAPE BUFFERS:
NORTH: 20'
EAST: 20'
SOUTH: 20'
WEST: 20'

PROPOSED AREA BREAKDOWN:

DESCRIPTION	PROPOSED USES	ACRES
LOTS 1-745	SINGLE FAMILY DETACHED HOMESITES	137.678
RIGHTS-OF-WAY	PUBLIC ROADWAYS	42.807
TRACT A	FUTURE COMMERCIAL DEVELOPMENT	27.531
TRACT B	FUTURE COMMERCIAL DEVELOPMENT	2.749
TRACT C	STORM WATER MANAGEMENT/OPEN SPACE	5.147
TRACT D	STORM WATER MANAGEMENT/OPEN SPACE	25.396
TRACT E	STORM WATER MANAGEMENT/OPEN SPACE	14.414
TRACT F	STORM WATER MANAGEMENT/OPEN SPACE	11.867
TRACT G	STORM WATER MANAGEMENT/OPEN SPACE	13.156
TRACT H	STORM WATER MANAGEMENT/OPEN SPACE	7.865
TRACT I	STORM WATER MANAGEMENT/OPEN SPACE	10.520
TRACT J	STORM WATER MANAGEMENT/OPEN SPACE	5.467
TRACT K	STORM WATER MANAGEMENT/OPEN SPACE	4.961
TRACT L	STORM WATER MANAGEMENT/OPEN SPACE	4.686
TRACT M	STORM WATER MANAGEMENT/OPEN SPACE	19.263
TRACT N	STORM WATER MANAGEMENT/OPEN SPACE	29.799
TRACT O	STORM WATER MANAGEMENT/OPEN SPACE	4.141
TRACT P	NATURAL AREA	4.146
TRACT Q	NATURAL AREA	6.194
TRACT R	NATURAL AREA	28.169
TRACT S	NATURAL AREA	12.499
TRACT T	NATURAL AREA	54.441
TRACT U	NATURAL AREA	15.400
TRACT V	NATURAL AREA	17.591
TRACT W	UTILITIES AND EMERGENCY ACCESS	0.165
TRACT X	FUTURE WILLIAMSON BOULEVARD EXTENSION TRACT	8.088
TRACT Y	LANDSCAPE BUFFER AREA	1.086
TRACT Z	LANDSCAPE BUFFER AREA	0.613
TRACT AA	LANDSCAPE BUFFER AREA	0.731
TRACT BB	LANDSCAPE BUFFER AREA	0.081
TRACT CC	LANDSCAPE BUFFER AREA	1.430
TRACT DD	32' WIDE ROAD R/W DEDICATION	0.444
TRACT EE	32' WIDE ROAD R/W DEDICATION	0.758
TRACT FF	32' WIDE ROAD R/W DEDICATION	2.008
TRACT GG	STORM WATER MANAGEMENT/OPEN SPACE	1.368
TRACT HH	STORM WATER MANAGEMENT/OPEN SPACE	0.584
TRACT II	PARK/NATURAL AREA	20.031
TRACT JJ	UTILITIES/OPEN SPACE	0.116
TRACT KK	UTILITIES/OPEN SPACE	0.046
TRACT LL	UTILITIES/OPEN SPACE	0.011
TRACT MM	UTILITIES/OPEN SPACE	0.058

SHELL POINTE PUD UTILITY NOTES:

1: ALL ELECTRICAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ELECTRIC SERVICE RULES AND STANDARDS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – OCTOBER 2010 EDITION AND THE NATIONAL ELECTRIC SAFETY CODE.

2: ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH POTABLE WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – AUGUST 2015 EDITION.

3: ALL SANITARY SEWER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH WASTEWATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – AUGUST 2015 EDITION.

4: ALL REUSE/RECLAIM WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH RECLAIMED WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH – AUGUST 2015 EDITION.

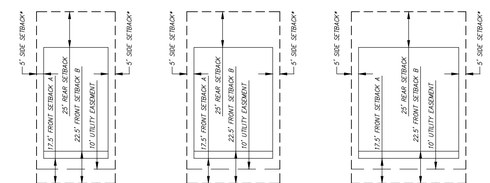
5: LAYOUT OF UTILITIES SHOWN IS CONCEPTUAL; ACTUAL LOCATION OF IMPROVEMENTS WILL BE SUBJECT TO CONSTRUCTION DRAWINGS, PERMITS ISSUED BY THE UCNSB AND DEP.

GENERAL NOTES:

1. GENERAL SOIL TYPES CONSIST OF:
   (21) EAUGALLIE FINE SAND, DEPRESSIONAL?
   (31) MALABAR FINE SAND
   (32) MYAKKA FINE SAND
   (48) PLACID FINE SAND, DEPRESSIONAL
   (49) POMONA FINE SAND
   (50) POMONA FINE SAND, DEPRESSIONAL
   (51) POMONA–ST. JOHNS COMPLEX
   (56) SAMSULA MUCK
2. BOUNDARY SURVEY PREPARED BY SLIGER & ASSOCIATES, INC., JOB NO. 12-0357, DATED 05/07/2012.
3. THIS PROPERTY IS LOCATED IN FLOOD ZONES "X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED / 100-YEAR FLOOD).
4. EXISTING VEGETATION CONSIST OF:
   (200) GENERALIZED AGRICULTURE
   (330) MIXED RANGELAND
   (411) PINE FLATWOOD
   (434) HARDWOOD/CONIFER MIX
   (616) INLAND POND
   (621) CYPRESS SWAMP
   (624) CYPRESS/PINE/CABBAGE PALM
   (643) WET PRAIRIE
5. GENERAL TOPOGRAPHY RANGES FROM ELEVATION 22 (NAVD 88) TO 28 (NAVD 88) ACCORDING TO VOLUSIA COUNTY LIDAR.
6. WATER AND WASTEWATER DISPOSAL SHALL BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.

RESIDENTIAL LOT BREAKDOWN:

CLASS	LOT NO.S	MINIMUM FRONTAGE	NUMBER OF LOTS
1	1-86, 127-131, 166-213, 225-419, 453-458, 602-656, 709-745	55'	433
2	87-126, 132-165, 214-224, 420-452, 657-708	65'	169
3	459-601	80'	143
		TOTAL	745



CLASS 1
55' MINIMUM FRONTAGE MEASURED AT FRONT SETBACK**

CLASS 2
65' MINIMUM FRONTAGE MEASURED AT FRONT SETBACK**

CLASS 3
80' MINIMUM FRONTAGE MEASURED AT FRONT SETBACK**

MINIMUM LOT DIMENSIONS
SCALE 1" = 50'

* – 15' SIDE SETBACK WHEN ADJACENT TO STREETS
10' SIDE SETBACK WHEN LOTS HOST HALF OF A REQUIRED 20' DRAINAGE EASEMENT
** – CORNER LOTS SHALL BE 15% WIDER THAN MINIMUM FRONTAGES SHOWN IN DETAILS

A – 17.5' FRONT SETBACK FOR PORCH AND/OR LIVING AREA.
B – 22.5' FRONT SETBACK FOR GARAGE.

GROSS DENSITY CALCULATION:

	DENSITY (DU/AC)	NO. OF UNITS
MAXIMUM ALLOWABLE	1.5	745
PROVIDED	1.5	745

NO.	DATE	APPR.	REVISION
1	06/23/17	MSD	REVISED PER CITY COMMENTS.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

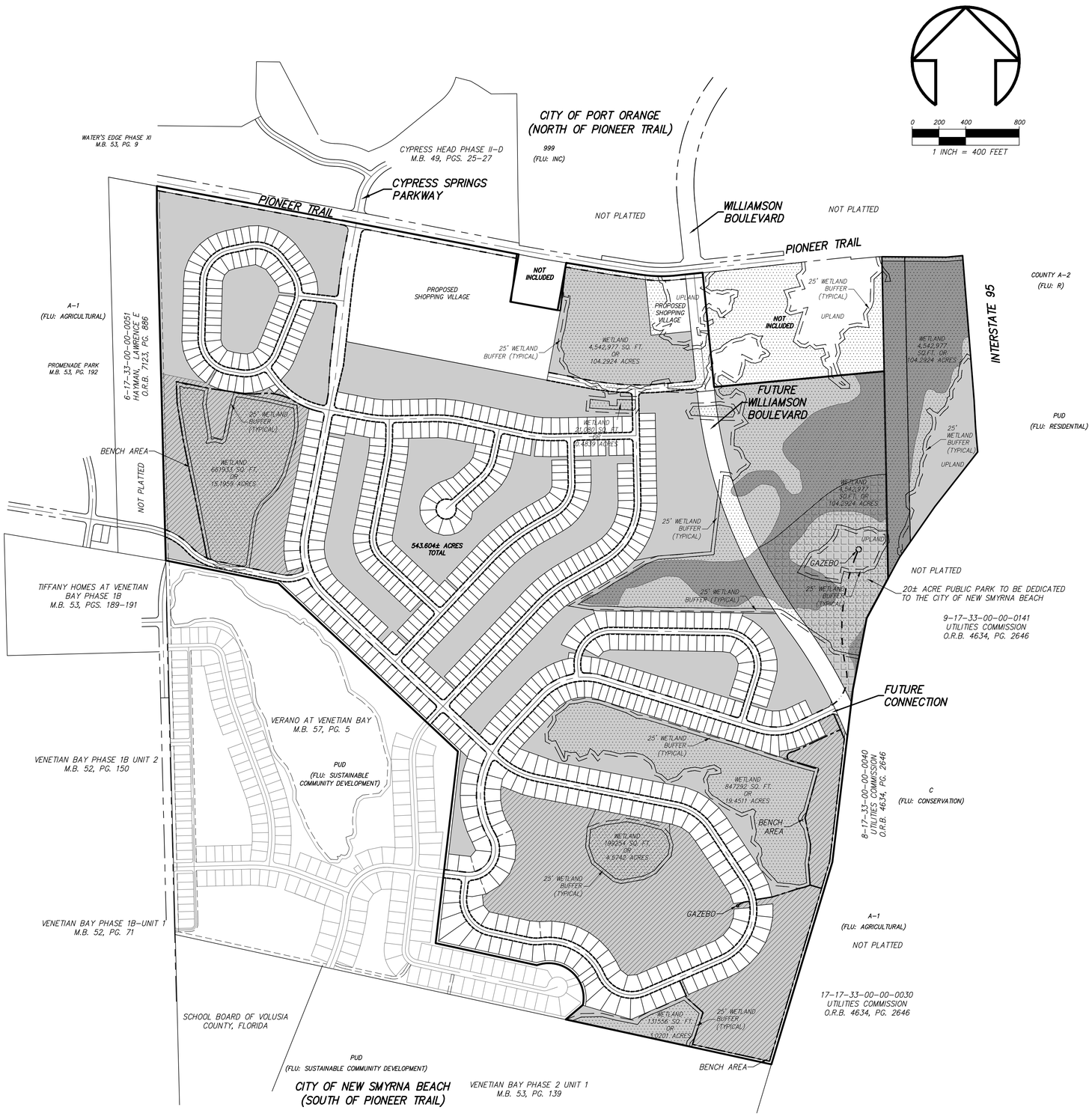
SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=400'	LAT	LAT	MSD	06/15/17

CONCEPT PLAN

CONCEPT PLAN
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 C2
1351PUD

600



PATHWAYS LEGEND:

- 8' WIDE PEDESTRIAN/BICYCLE PATHWAY
- 5' WIDE NATURE TRAIL
- 5' WIDE SIDEWALK

OPEN SPACE LEGEND:

- OPEN SPACE (50% OF TOTAL PROJECT AREA)
- COMMON OPEN SPACE (35% OF OPEN SPACE)
- PUBLIC OPEN SPACE (3%-8%)

OPEN SPACE	ACRES	
PUD ZONING ORDINANCE	Required	Provided
OPEN SPACE (50% OF TOTAL PROJECT AREA)	271.77	315.73
COMMON OPEN SPACE (35% OF OPEN SPACE)	95.12	104.46
SUSTAINABLE COMMUNITY DEVELOPMENT FLU	Required	Provided
OVERALL PROJECT OPEN SPACE	271.77	315.73
PUBLIC OPEN SPACE (MIN. 3% OF PROJECT AREA)	16.31	20.03

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=400'	LAT	LAT	MSD	06/15/17

CONCEPT PLAN

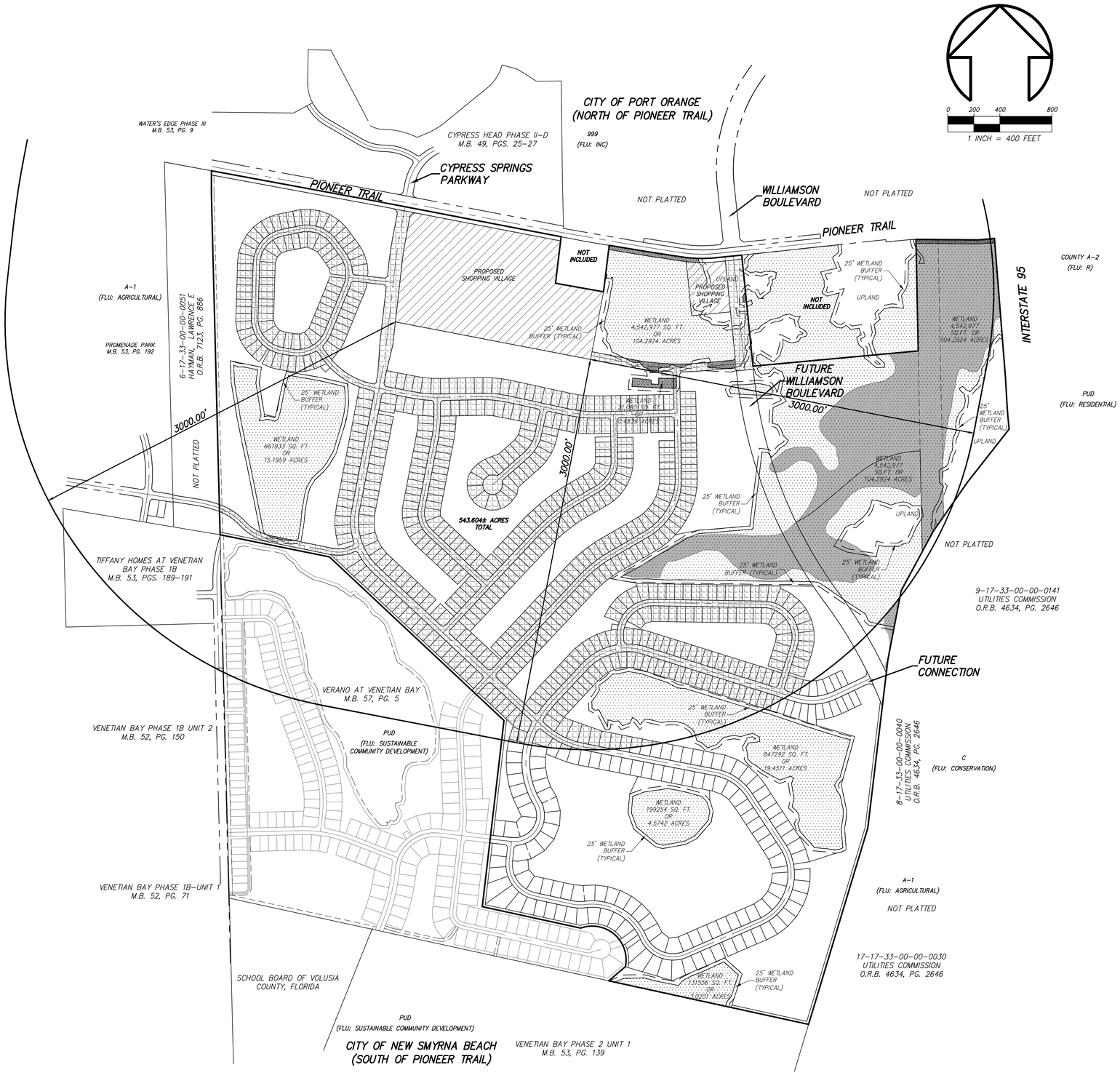
OPEN SPACE / PATHWAY EXHIBIT

SHELL POINTE COLONY

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | C3

1351PUD



LEGEND:

- VILLAGE CENTER
- PROJECT DEVELOPMENT

VILLAGE CENTER PROXIMITY		
DESCRIPTION	Provided	%
LOTS WITHIN 3,000 FT OF VILLAGE CENTER	606	81%
LOTS BEYOND 3,000 FT OF VILLAGE CENTER	139	19%
TOTAL	745	100%

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=400'	LAT	LAT	MSD	06/15/17

CONCEPT PLAN

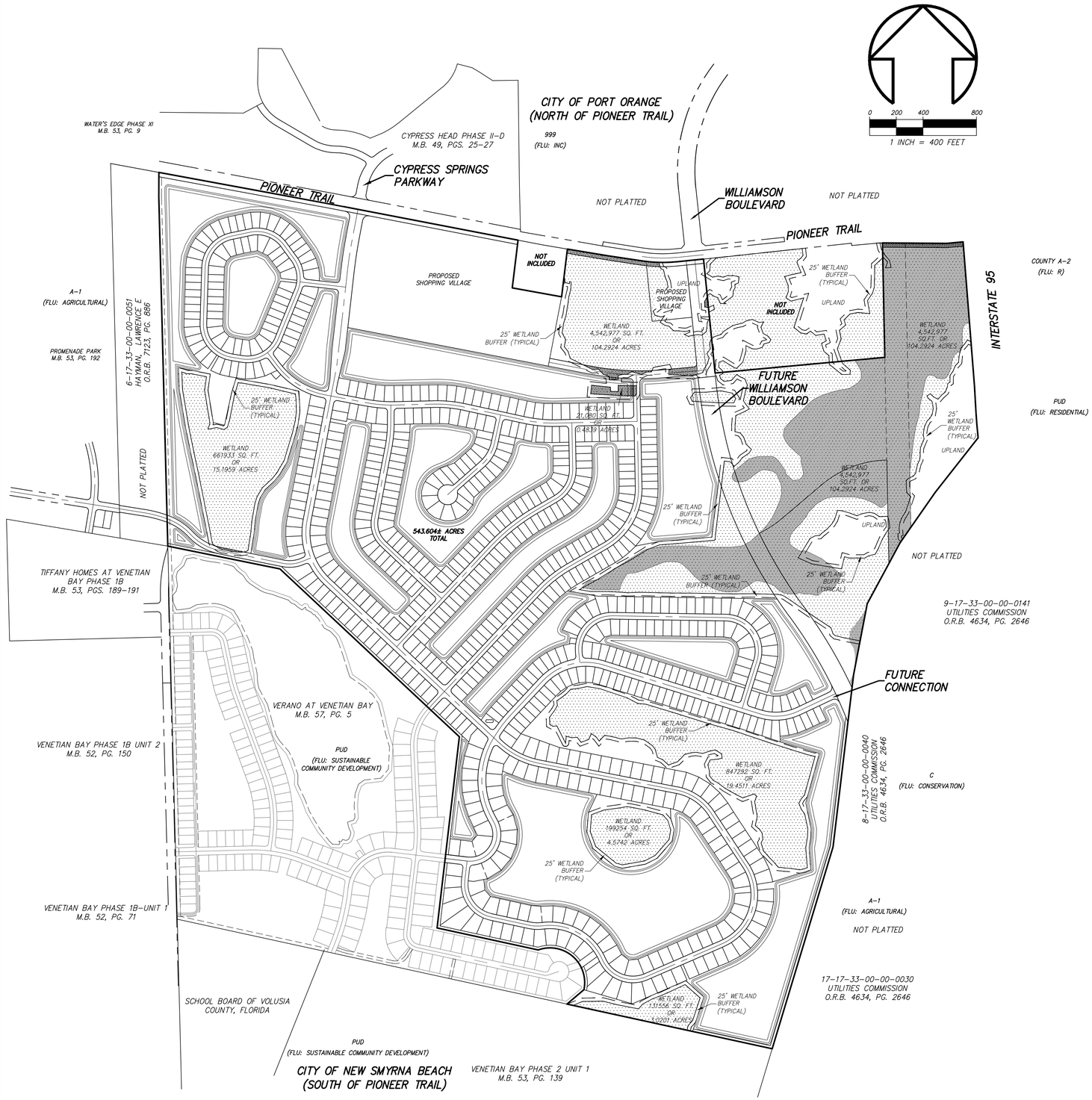
VILLAGE CENTER PROXIMITY EXHIBIT

SHELL POINTE COLONY

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 C4

1351PUD



LEGEND:

IMPACTED WETLAND AREA

WETLAND IMPACT AREA:

TOTAL WETLAND AREA = 147.018
TOTAL WETLAND IMPACT AREA = 2.08 ACRES

NO.	DATE	APPR.	REVISION
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MARK DOWST & ASSOCIATES, INC.
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LB 4335
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CONCEPT PLAN

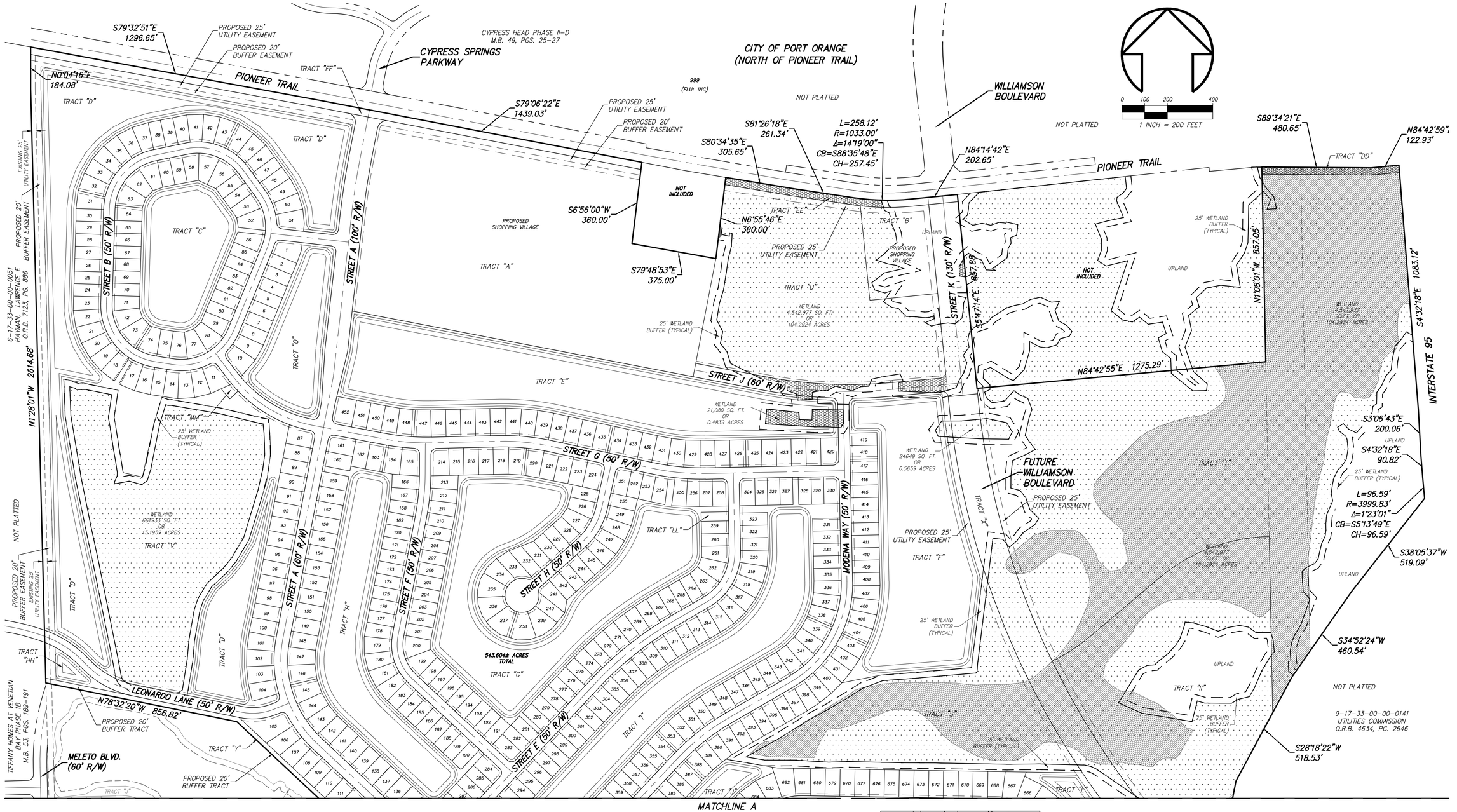
WETLAND IMPACT EXHIBIT

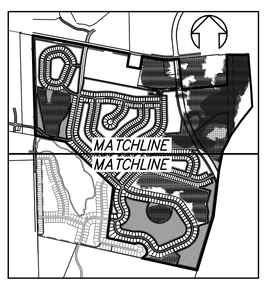
SHELL POINTE COLONY

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | C5

1351PUD





KEY MAP
SCALE: 1"=2000'

NO.	DATE	APPR.	REVISION
1	06/23/17	MSD	REVISED PER CITY COMMENTS.

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ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=200'	LAT	LAT	MSD	06/15/17

CONCEPT PLAN

LOT LAYOUT
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | C6
1351PUD

MATCHLINE A

TIFFANY HOMES AT VENETIAN BAY PHASE 1B M.B. 53, PGS. 189–191

VENETIAN BAY PHASE 1B UNIT 2 M.B. 52, PG. 150

VENETIAN BAY PHASE 1B–UNIT 1 M.B. 52, PG. 71

SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH (SOUTH OF PIONEER TRAIL)

VENETIAN BAY PHASE 2 UNIT 1 M.B. 53, PG. 139

VERANO AT VENETIAN BAY M.B. 57, PG. 5

MELETO BLVD. (60' R/W)

R/W LINE

BELLINO BOULEVARD

MEDICI BOULEVARD

MODENA WAY (50' R/W)

MONACO BOULEVARD (60' R/W)

STREET A (60' R/W)

STREET C (50' R/W)

STREET D (50' R/W)

TRACT "A" (OPEN SPACE)

TRACT "B" (OPEN SPACE)

TRACT "D" (STORMWATER MANAGEMENT AREA)

TRACT "E" (STORMWATER MANAGEMENT AREA)

TRACT "F" (STORMWATER MANAGEMENT AREA)

TRACT "G" (STORMWATER MANAGEMENT AREA)

TRACT "H" (CONSERVATION AREA)

EXHIBIT "B" DEED OF CONSERVATION EASEMENT (O.R.B. 7122, PG. 4071)

TRACT "I" (STORMWATER MANAGEMENT AREA)

TRACT "J" (STORMWATER MANAGEMENT AREA)

TRACT "K"

TRACT "L"

TRACT "M"

TRACT "N"

TRACT "R"

TRACT "W"

TRACT "X"

TRACT "Y"

TRACT "Z"

TRACT "AA"

TRACT "BB"

TRACT "CC"

TRACT "FF"

TRACT "GG"

TRACT "JJ"

TRACT "KK"

TRACT "P"

TRACT "Q"

PROPOSED 20' BUFFER TRACT

PROPOSED 25' UTILITY EASEMENT

PROPOSED TEMPORARY CUL-DE-SAC EASEMENT

FUTURE CONNECTION

25' WETLAND BUFFER (TYPICAL)

WETLAND 847292 SQ. FT. OR 19.4511 ACRES

WETLAND 199254 SQ. FT. OR 4.5742 ACRES

WETLAND 131556 SQ. FT. OR 3.0201 ACRES

PUD (FLU: SUSTAINABLE COMMUNITY DEVELOPMENT)

C (FLU: CONSERVATION)

A-1 (FLU: AGRICULTURAL)

NOT PLATTED

8–17–33–00–00–0040 UTILITIES COMMISSION O.R.B. 4634, PG. 2646

9–17–33–00–00–0141 UTILITIES COMMISSION O.R.B. 4634, PG. 2646

17–17–33–00–00–0030 UTILITIES COMMISSION O.R.B. 4634, PG. 2646

N46°52'51"W 1838.78'

N63°37'38"E 1441.31'

S10°54'28"W 540.52'

S6°48'48"W 1299.84'

S16°46'13"W 1578.12'

N77°42'17"W 100.07'

N77°42'17"W 673.41'

L=552.26'
R=260.00'
Δ=121°42'01"
CB=N49°03'54"W
CH=454.14'

N49°37'32"E 166.40'

N77°42'19"W 1571.68'

0 100 200 400

1 INCH = 200 FEET

KEY MAP
SCALE: 1"=2000'

MATCHLINE
MATCHLINE

NO.	DATE	APPR.	REVISION
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MARK DOWST & ASSOCIATES, INC.
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LB 4335
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SCALE	DESIGNED	DRAWN	CHECKED
1"=200'	LAT	LAT	MSD

DATE 06/15/17

BY

CONCEPT PLAN

LOT LAYOUT

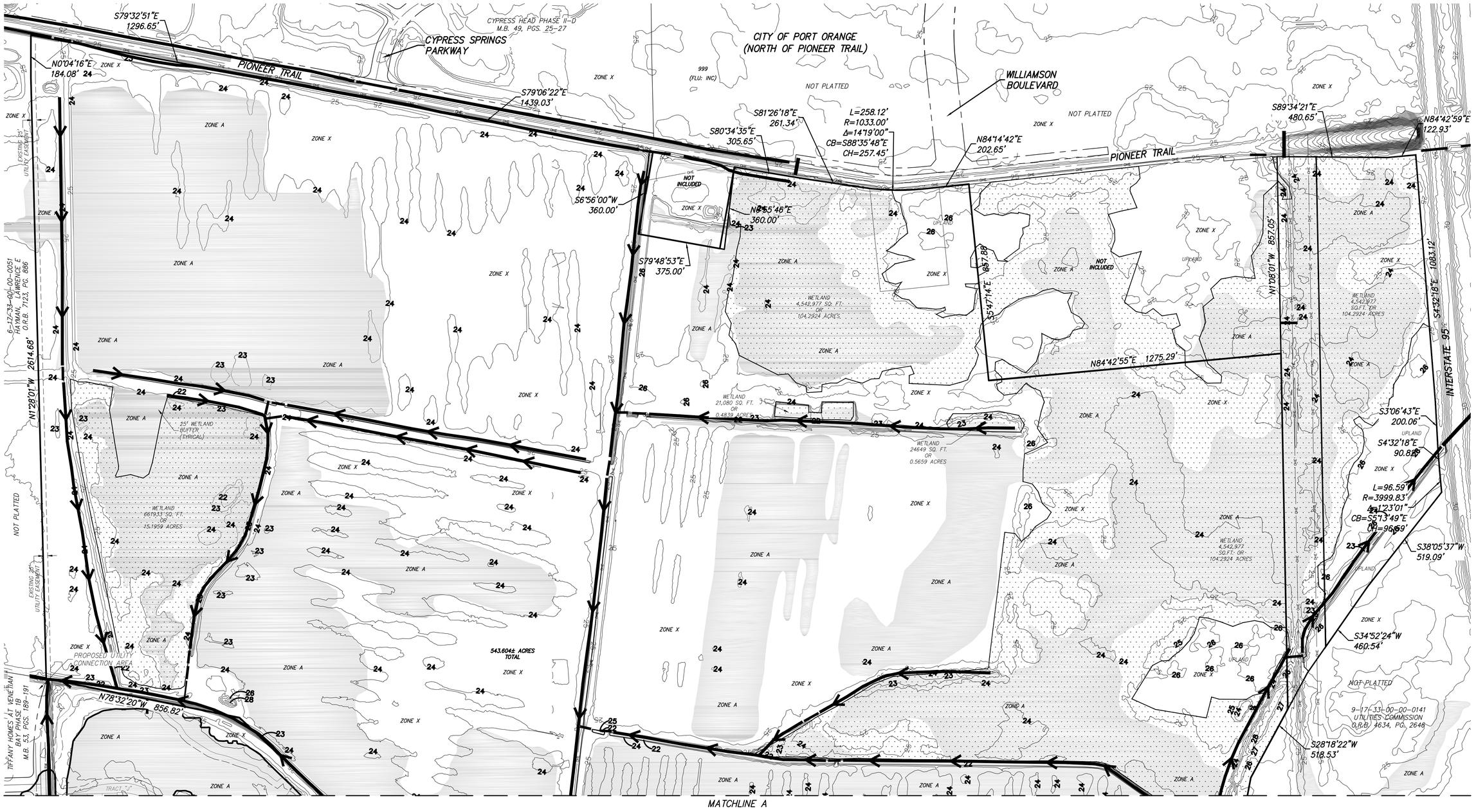
SHELL POINTE COLONY

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

C7

1351PUD

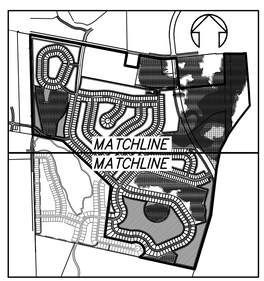


0 100 200 400

1 INCH = 200 FEET

GENERAL NOTES:

1. CONTOURS SHOWN HEREON ARE BASED ON VOLUSIA COUNTY LIDAR NAVD 88.



KEY MAP
SCALE: 1"=2000'

OPEN SPACE LEGEND:

FLOOD ZONE A (NO BASE FLOOD ELEVATION DETERMINED)

WETLAND AREAS

DRAINAGE LEGEND:

INDICATES DIRECTION OF WATER FLOW

NO.	DATE	APPR.	REVISION
1	06/23/17	MSD	REVISED PER CITY COMMENTS.

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=200'	LAT	LAT	MSD	06/15/17

CONCEPT PLAN

EXISTING SITE CONDITIONS

SHELL POINTE COLONY

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | C8

1351PUD

MATCHLINE A

TIFFANY HOMES AT VENETIAN BAY PHASE 1B M.B. 53, PGS. 189-191

VENETIAN BAY PHASE 1B-UNIT 1 M.B. 52, PG. 150

VENETIAN BAY PHASE 1B-UNIT 1 M.B. 52, PG. 71

VERANO AT VENETIAN BAY M.B. 57, PG. 5

PUD (FLU: SUSTAINABLE COMMUNITY DEVELOPMENT)

SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH (SOUTH OF PIONEER TRAIL)

VENETIAN BAY PHASE 2 UNIT 1 M.B. 53, PG. 139

NOT PLATTED

9-17-33-00-00-0140 UTILITIES COMMISSION O.R.B. 4634, PG. 2646

17-17-33-00-00-0030 UTILITIES COMMISSION O.R.B. 4634, PG. 2646

C (FLU: CONSERVATION)

A-1 (FLU: AGRICULTURAL)

WETLAND 847292 SQ. FT. OR 19.4511 ACRES

WETLAND 199254 SQ. FT. OR 4.5742 ACRES

WETLAND 131556 SQ. FT. OR 3.0201 ACRES

TRACT "H" (CONSERVATION AREA)

TRACT "I" (STORMWATER MANAGEMENT AREA)

TRACT "J" (STORMWATER MANAGEMENT AREA)

TRACT "K" (STORMWATER MANAGEMENT AREA)

TRACT "L" (STORMWATER MANAGEMENT AREA)

EXHIBIT "B" DEED OF CONSERVATION EASEMENT (O.R.B. 7122, PG. 4071)

PROPOSED UTILITY CONNECTION AREA

MELODY BOULEVARD

MONACO BOULEVARD

MODENA WAY

N46°52'51"W 1838.78'

N16°37'38"E 1441.31'

N77°42'17"W 100.07'

N77°42'17"W 673.41'

L=552.26'
R=260.00'
Δ=121°42'01"
CB=N49°03'54"W
CH=454.14'

N49°37'32"E 166.40'

N77°42'19"W 1571.68'

S10°54'28"W 540.52'

S6°48'48"W 1239.84'

S16°46'13"W 1578.12'

ZONE A

ZONE X

OK21

OK29+27

OK30

BA17

0 100 200 400

1 INCH = 200 FEET

GENERAL NOTES:

1. CONTOURS SHOWN HEREON ARE BASED ON VOLUSIA COUNTY LIDAR NAVD 88.

KEY MAP
SCALE: 1"=2000'

OPEN SPACE LEGEND:

FLOOD ZONE A (NO BASE FLOOD ELEVATION DETERMINED)

WETLAND AREAS

DRAINAGE LEGEND:

INDICATES DIRECTION OF WATER FLOW

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=200'	LAT	LAT	MSD	06/15/17

CONCEPT PLAN

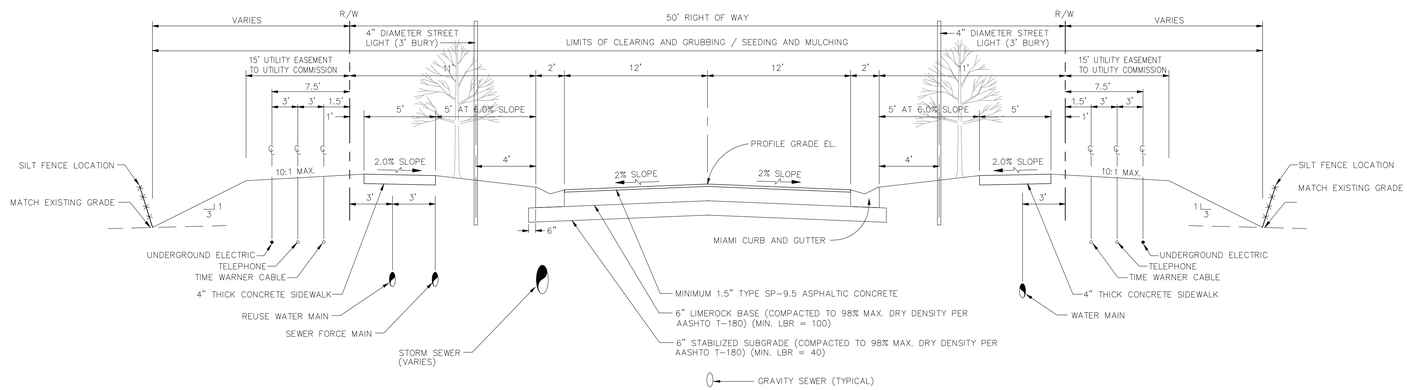
EXISTING SITE CONDITIONS

SHELL POINTE COLONY

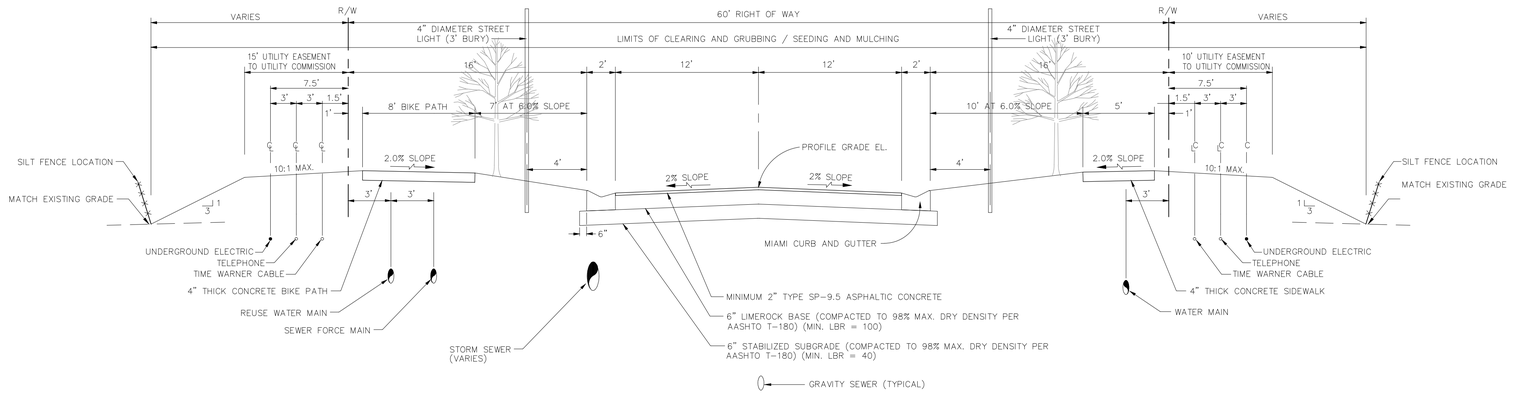
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 C9

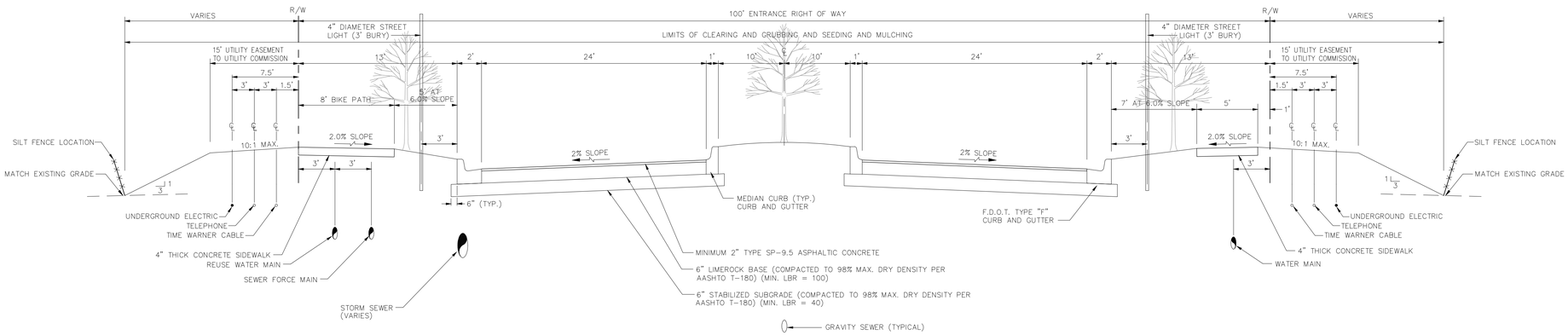
1351PUD



TYPICAL 50' RIGHT-OF-WAY SECTION



TYPICAL 60' RIGHT-OF-WAY SECTION



100' ENTRANCE RIGHT OF WAY SECTION

NO.	DATE	APPR.	REVISION
1	6-23-17	MSD	REVISED PER UCNSB COMMENTS DATED MARCH 9TH, 2017

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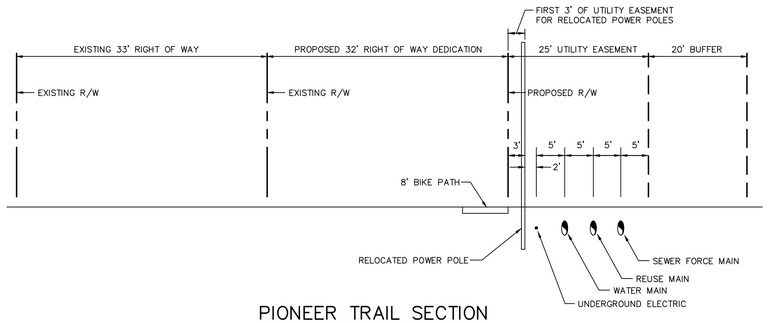
SCALE	DESIGNED	DRAWN	CHECKED	DATE
N.T.S.	MSD	JAY	MSD	10-5-16
		BY	BY	DATE

ROADWAY TYPICAL SECTIONS
SHELL POINTE COLONY
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | C10

1351-DET3



PIONEER TRAIL SECTION

NO.	DATE	APPR.	REVISION
1	6-23-17	MSD	REVISED PER UCNSB COMMENTS DATED MARCH 9TH, 2017

MARK DOWST & ASSOCIATES, INC.
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SCALE	DESIGNED	DRAWN	CHECKED	DATE
N.T.S.	MSD	JAY	MSD	10-5-16

BY DATE

ROADWAY TYPICAL SECTIONS

SHELL POINTE COLONY

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 C11

1351-DET2

SECOND MINOR AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE SHELL POINTE COLONY PUD

THIS SECOND MINOR AMENDMENT to the Master Development Agreement for the Shell Pointe Colony PUD (the "Second Minor Amendment") is made and entered into by and among the **City of New Smyrna Beach**, a Florida municipal corporation (the "City"); and **Speer Real Estate Holdings, LLC**, an Illinois limited liability company, and **Melvin Real Estate Holdings, LLC**, an Illinois limited liability company (the "Property Owners").

WITNESSETH:

WHEREAS, the City of New Smyrna Beach, a Florida municipal corporation (the "City") and BG Agency, LLC, a Florida limited liability company, entered into that certain Master Development Agreement for the Shell Pointe Colony PUD recorded in Official Records Book 7576, Page 1084, Public Records of Volusia County, Florida (hereinafter, the "Agreement"); and

WHEREAS, Speer Real Estate Holdings, LLC, an Illinois limited liability company, and Melvin Real Estate Holdings, LLC, an Illinois limited liability company, are the record title property owners (the "Property Owners") of the real property subject to the terms and provisions of the Agreement; and

WHEREAS, the Property Owners and the City entered into that certain First Minor Amendment to the Master Development Agreement for the Shell Pointe Colony PUD recorded in Official Records Book 8331, Page 3450, Public Records of Volusia County, Florida; and

WHEREAS, pursuant to Section 2.C. of the Agreement, certain minor amendments to the Agreement may be approved by the City Administrative Official without City Commission approval; and

WHEREAS, the Property Owners and City desire to amend the Agreement to clarify how certain maintenance costs will be shared by homeowners associations in Shell Pointe Colony and Venetian Bay; and

WHEREAS, this Second Minor Amendment meets the requirements for a minor amendment pursuant to Section 2.C. of the Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Second Minor Amendment and are incorporated herein by reference.

2. Section 12.D. of the Agreement is hereby amended, with insertions and deletions in underline and strikethrough formats, respectively, as follows:

*****
*****

12. PROPERTY OWNERS ASSOCIATION:

*****

D. Developer recognizes that property owners in Shell Pointe Colony will make use of portions of Venetian Bay~~, and especially the Estates at Verano,~~ via roadway and pedestrian connections~~, in addition to potential use of Venetian Bay Village Center~~. However, the parties recognize that some roadways and sidewalks are maintained by the Venetian Bay Homeowners' Association, Inc. (the "Venetian Bay HOA"). As such, the master homeowners association or associations in Shell Pointe Colony (the "Shell Pointe Colony HOA"), as described herein above, shall ~~also~~ be required ~~subject~~ to enter into an agreement with the Venetian Bay HOA~~omeowners' Association, Inc. (Master Association)~~, which shall require payment by the Shell Point Colony HOA to the Venetian Bay HOA for pro-rata share contributions. Said contributions shall be based on the cost of Airport Road landscaping and private sidewalk maintenance and, separately, the maintenance cost of those areas of the stormwater system in Venetian Bay that are being used or impacted by the Shell Pointe Colony stormwater system. The costs for each of those maintenance issues shall be based on a pro-rata share of the total number of homes within the Venetian Bay HOA, with the addition of the number of homes within Shell Pointe Colony, for the total pro-rata computation. The agreement shall include a requirement that the Venetian Bay HOA provide evidence of such maintenance costs, with evidence of payment and the proposed pro-rate share, to the Shell Pointe Colony HOA for Airport Road landscaping and private sidewalk maintenance, and impacted stormwater system maintenance, on an annual basis. Developer specifically clarifies that there is no requirement for the Shell Pointe Colony master association or associations to merge into the Venetian Bay HOA, and there is no requirement to provide voting rights to residents of Shell Point Colony, and that the required agreement providing for contribution shall not require or permit said merger of Shell Pointe Colony homes and residents into the Venetian Bay HOA. The Shell Pointe Colony HOA shall maintain the storm water system within Shell Pointe Colony consistent with permit requirements and provide proof of such work, including inspection reports, to the Venetian Bay HOA to ensure the integrity of the overall system. Any agreement between

the associations shall provide that the Venetian Bay HOA will also maintain their storm water system consistent with permit requirements and provide such proof, including inspection reports, to the Shell Point Colony HOA~~collect assessments from the associations to pay for the upkeep of landscaping and infrastructure within the Venetian Bay PUD and the Estates of Verano.~~

*****
*****

3. This Second Minor Amendment shall be effective as of the date it is executed by all parties.

4. This Second Minor Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Property Owners' expense.

5. The Agreement, as previously enacted and amended, shall remain in full force and effect except with respect to those matters specifically amended by this Second Minor Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Minor Amendment, by and through their duly authorized representatives, on the respective dates below:

[Signatures on following pages.]

"CITY"

WITNESSES:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

Print Name: Jeff Goe

By: _____
Shane Corbin, Development Services Director

Print Name: Joe Bogle

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 27th day of June, 2023, by Shane Corbin, as Development Services Director of the City of New Smyrna Beach. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:

STEPHANIE FERRARA
Commission # GG 949785
Expires May 2, 2024
Bonded Thru Budget Notary Services

Sign: _____

Print: Stephanie Ferrara

"PROPERTY OWNER"

MELVIN REAL ESTATE HOLDINGS, LLC, an Illinois limited liability company

WITNESSES:

Print Name: KYLE OGDEN

By: _____
Gary Melvin, Manager

Print Name: Lauren Norris

STATE OF ILLINOIS
COUNTY OF COLES

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 6th day of June, 2023, by Gary Melvin, as Manager of Melvin Real Estate Holdings, LLC, an Illinois limited liability company. He is [✓] personally known to me or [ ] has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: Sherri L. Aldrich

Print: SHERRI ALDRICH

OFFICIAL SEAL
Sherri L. Aldrich
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/29/2024

"PROPERTY OWNER"

SPEER REAL ESTATE HOLDINGS, LLC, an Illinois limited liability company

WITNESSES:

Print Name: Kyle Ogden

By: Bruce D. Speer
Bruce Speer, Manager

Print Name Lauren Norris

STATE OF Illinois
COUNTY OF Coles

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 12th day of June, 2023, by Bruce Speer, as Manager of Speer Real Estate Holdings, LLC, an Illinois limited liability company. He is [✓] personally known to me or [ ] has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: Sherri L. Aldrich

Print: Sherri Aldrich

OFFICIAL SEAL
Sherri L. Aldrich
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/29/2024



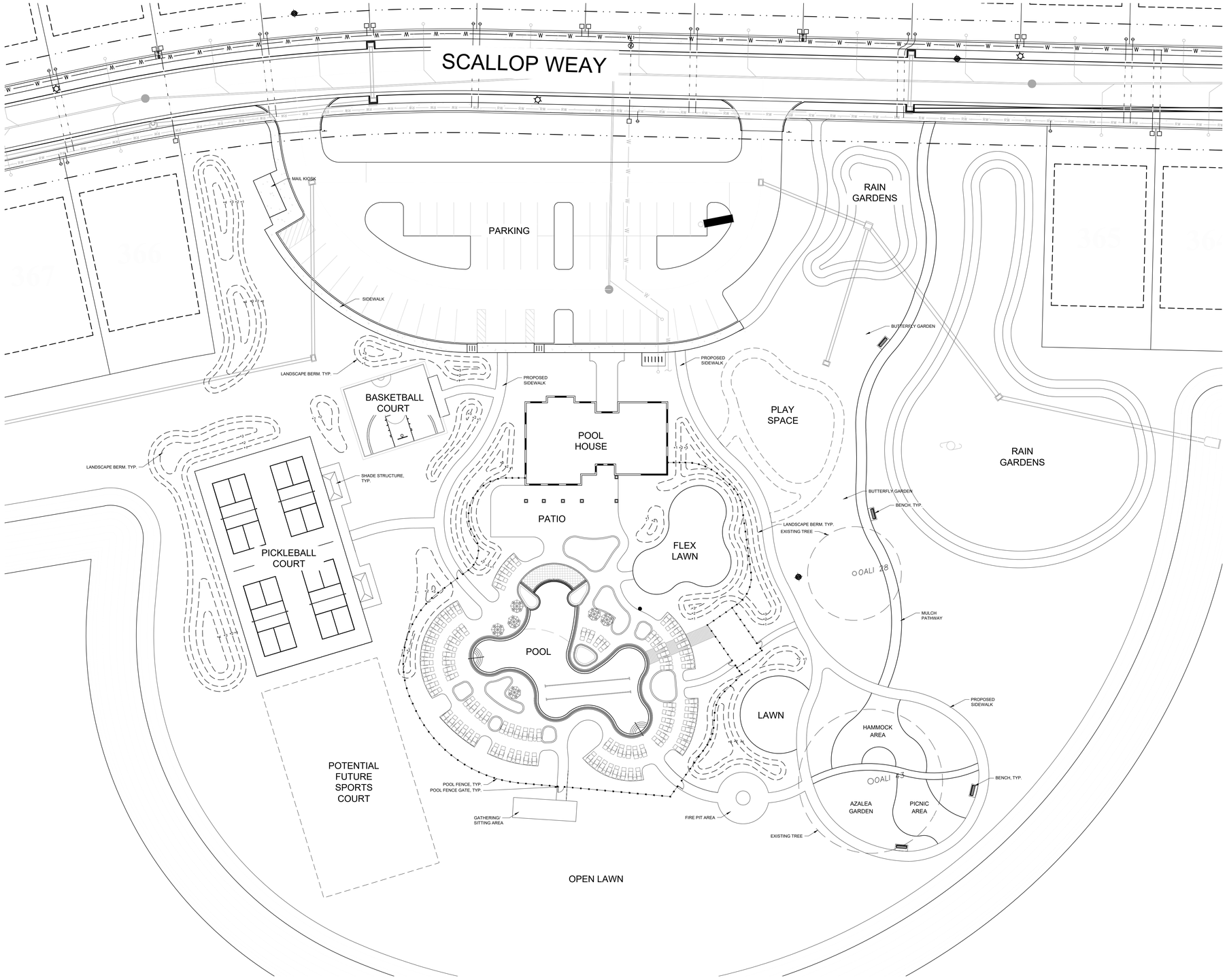
AMENITY SITE PLAN

ARDISIA PARK

All information (including, but not limited to prices, views, availability, school assignments and ratings, incentives, floor plans, site plans, features, standards and options, assessments and fees, planned amenities, programs, conceptual artists' renderings, tax rates and community development plans) is not guaranteed and remains subject to change, or delay without notice. Maps and plans are not to scale, dimensions are approximate and may vary in actual construction. Site Map is a conceptual artist's rendering only and for illustrative purposes only. Proposed home locations, amenities, landscaping, street alignments and future development by others are subject to change without notice. Photos are for illustration only and do not necessarily represent actual community. This is not an offering in any state where prohibited or otherwise restricted by law. Please see a Taylor Morrison Community Sales Manager for details and visit www.taylormorrison.com for additional disclaimers © June 11, 2025, Taylor Morrison of Florida, Inc., CBC1257462. All rights reserved.

taylor morrison
HOMES INSPIRED BY YOU

June 11, 2025



AMENITY SITE PLAN

ARDISIA PARK

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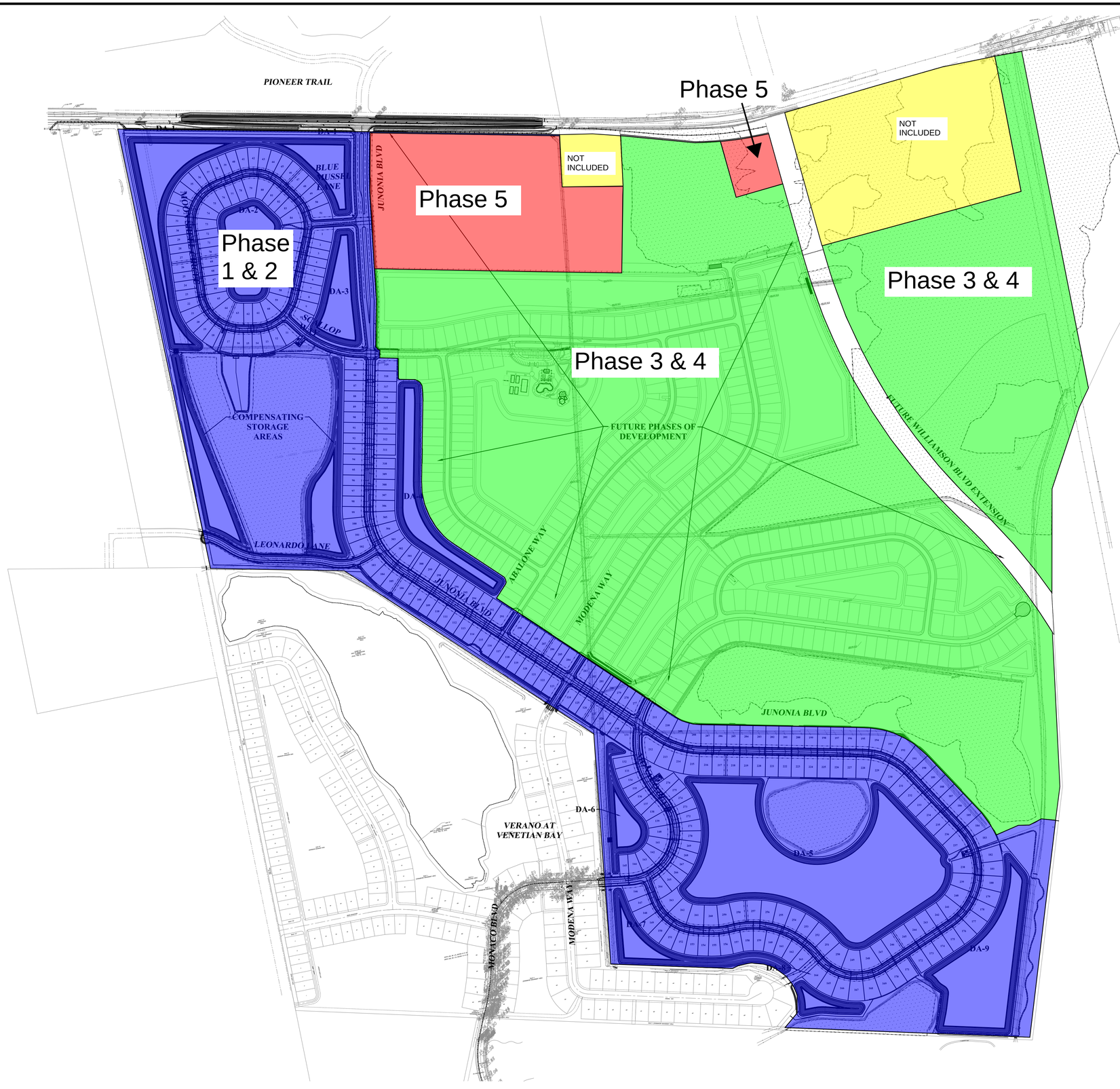
June 11, 2025



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OSNIA BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-05-22	MLR	RESUBMITTED TO CITY
4	06-06-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-04-23	SWK	REVISED PER CITY COMMENTS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 11_18169-OOP
XREF'S: 18169_BAS.DWG
XREF'S: —

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 1

E:\18169 - SHELL POINT, COLONY\FINAL ENGINEERING PLANS\ZAZ\DWGS\11-18169-OOP.DWG — PRINTED: 9/29/2023 10:26 AM

CONTRACT FOR PLAT RECORDING

The Parties to this Contract for Plat Recording are Taylor Morrison of Florida, Inc., a Florida corporation (hereinafter "Owner"), and The City of New Smyrna Beach, a Florida municipal corporation (hereinafter the "City).

WITNESSETH:

WHEREAS, Owner warrants that Owner is the record title owner to certain real property located in the City of New Smyrna Beach (hereinafter the "Subject Property") more fully described in **Exhibit A**; and

WHEREAS, Owner has applied to the City for approval of a subdivision plat to be known as Ardisia Park – Phases 3 & 4 (hereinafter the "Plat"), a copy of which is incorporated herein by reference as **Exhibit B**, on which plat is shown areas offered by the Owner to be dedicated to public use as streets, alleys, access ways, drainage easements, and utility easements; and

WHEREAS, it is necessary in the interest of public welfare that the areas so offered be dedicated and constructed in accordance with the specifications hereinafter set forth.

NOW THEREFORE, to induce the City to approve the plat and to accept the dedications for uses as specified therein, the Owner does hereby unconditionally promise and agree to and with the City as follows:

1. CONSTRUCTION OF PUBLIC IMPROVEMENTS: The Owner will construct or cause to be constructed the public utilities, street improvements, and other improvements required to be dedicated for public ownership ("Public Improvements") as shown in the approved plans prepared by Melia Russell, Florida License No. 68357, of the firm Zev Cohen & Associates, Inc., dated September 16, 2025 (latest revision dated September 16, 2025) (the "Approved Plans"). A reduced-sized copy of the Approved Plans is included in **Exhibit B**.
2. SURVEY MONUMENTS: Monuments or permanent control points as required by Fla. Statutes Ch. 177 will be placed at all block corners, angle points, points of curves in streets, and at intermediate points as are indicated by the final plat.
3. STORM DRAINAGE: The storm drainage system will be installed in accordance with the Approved Plans; City ordinances, regulations, and standards; and St. Johns River Water Management District requirements.
4. POTABLE WATER, REUSE WATER, AND SANITARY SEWER SYSTEMS: Potable water, reuse water, and sanitary sewer systems will be installed in accordance with the Approved Plans; City ordinances, regulations, and standards; and Florida Department of Environmental Protection requirements.
5. PAVED STREETS: Paved streets will be constructed in proposed street right of ways or access easement areas, as shown on the plat. The drive aisles will be of the overall widths designated on Exhibit B.
6. BEAUTIFICATION AND LANDSCAPING: All unpaved portions of street rights of way will be sodded unless otherwise provided by applicable City ordinances, regulations, or standards.
7. SIDEWALKS AND BIKE PATHS: Sidewalks and bike paths will be constructed in all locations shown on Exhibit B in accordance with the Approved Plans and City ordinances, regulations, and standards.
8. STREET LIGHTS: Street lights will be installed in the locations shown on Exhibit B prior to the issuance of the first Certificate of Occupancy for property located within the plat.

9. TIME OF COMPLETION: All Public Improvements referenced herein are to be installed in the subdivision at the expense of the Owner and within 24 months after the Effective Date. This deadline may be extended by the City due to unforeseen circumstances. If no action has been taken pursuant to this Contract within the deadline (as may be extended), then all rights and obligations of the parties hereunder will automatically cease.
10. APPROVAL OF PLAT FOR RECORDING: The City Manager is authorized to execute the plat for recording in the Public Records of Volusia County, Florida, upon certification of the plat by the City Surveyor and legal approval by the City Attorney. Except as specifically provided below, all Public Improvements referenced herein must be completed before the plat is executed by the City Manager. The Public Improvements will not be deemed to be approved unless and until any required guarantees for unbuilt sidewalks and unplanted trees have been provided, and the City Engineer has executed a Certificate of Completion.
11. RECORDATION OF PLAT BEFORE COMPLETION OF IMPROVEMENTS; PERFORMANCE GUARANTEE AND OTHER CONDITIONS: If, at the time that the Owner requests that the City approve the plat for recording, all or a portion of the required Public Improvements are incomplete, the City Manager will give such approval only after the Owner supplies a performance guarantee that the Owner will complete construction of all Public Improvements in accordance with the requirements of this Contract. The performance guarantee must meet the following requirements:
    A. The performance guarantee must be in the form of a surety bond, irrevocable letter of credit, certified check, or cash. If submitted in the form of a surety bond or irrevocable letter of credit, both the form and the surety are subject to prior City approval.
    B. Except as provided in Subsection 11.C below, the amount of the guarantee will equal 115% of the construction cost of the remaining work to be done on all Public Improvements.
    C. If some or all of the Public Improvements are to be dedicated to a governmental entity other than the City, and such entity requires the provision of a performance guarantee to ensure completion of those improvements (hereinafter "Non-City Public Improvements"), then the Non-City Public Improvements need not be covered by the performance guarantee required herein, and the amount of the guarantee may be reduced accordingly.
    D. In determining the actual dollar amount of the performance guarantee, the City Engineer may use his or her own good faith estimate of the cost of completing the Public Improvements; or the City Engineer may require the Owner's engineer to certify such cost.
    E. The City Manager is authorized to partially release or reduce the performance guarantee for those portions of the covered work subsequently completed by Owner and certified as complete by the City Engineer.
    F. Upon completion of all Public Improvements covered by the performance guarantee as certified by the City Engineer, and if requested by Owner, the City Manager will release the performance guarantee in full.
12. MAINTENANCE GUARANTEE: The Owner will repair and replace any defects which develop in all Public Improvements within one year after completion of construction and installation. Prior to the acceptance of Public Improvements by the City, the Owner will post a maintenance guarantee to ensure that the Owner will provide such repairs and replacements. The maintenance guarantee may be in any of the forms authorized for performance guarantee above, subject to the same conditions specified. The amount of the maintenance guarantee will equal 10% of the construction cost of the Public Improvements, certified in the same manner as provided above for the performance guarantee.
13. PAYMENT: The Owner will promptly make payment to all persons supplying labor, materials, and supplies used directly or indirectly by the Owner or its subcontractors in the construction of Public Improvements.

14. UTILITY CONSTRUCTION: The Owner will provide for the construction of all necessary utilities within the subdivision as required by the City's Land Development Regulations and the Utilities Commission.
15. PERMITS: The Owner will obtain all permits and approvals required from the City or other governmental agency that are necessary for the construction of Public Improvements and furnish copies to the City, prior to release of any surety. The final plat will not be recorded prior to obtaining all such permits and approvals. Construction of the Public Improvements will not be allowed to commence prior to the Owner furnishing evidence to the City Engineer of such permits and approvals.
16. CORRECTIONS: The Owner will take no advantage of any apparent error or omission in the Approved Plan, nor changes to the Approved Plans required by shop drawing review; but will immediately notify the City Engineer. The City Engineer will decide the appropriateness of corrections and interpretations necessary for fulfillment of the intent of the Approved Plans.
17. DEVIATIONS FROM PLANS: No deviations from the Approved Plans are to be made without prior written approval from the City Engineer. The Owner will revise the plans attached as Exhibit B to reflect all deviations necessary due to unforeseen conditions during construction. Prior to installation of Public Improvements, the Owner will submit to the City approved shop drawings.
18. AS-BUILT DRAWINGS: The Owner will submit as-built plans, which will be reproducible copies and in a form specified by the City Engineer, prior to the City's acceptance of Public Improvements or release of performance guarantees.
19. SIGNAGE: Prior to acceptance of the streets, the Owner will install street signs and other traffic control devices specified by the City.
20. CERTIFICATES OF OCCUPANCY: Although the City may issue building permits within this subdivision after recording of the above-referenced plat, no Certificates of Occupancy will be issued for any structures until all necessary permits have been obtained, easements have been conveyed, copies thereof have been furnished to the City, and all Public Improvements are certified as complete by the City Engineer.
21. PLAT RECORDING REQUIREMENTS:
    A. A Title Opinion or a Certificate of Title in accordance with the requirements of Section 177.041, Florida Statutes, and in a form approved by the City Attorney will be furnished by or on behalf of the Owner prior to the anticipated date of recordation. The record information referenced in the Certificate will be "current," meaning that the record title search upon which the Opinion or Certificate is based will be conducted within 14 days of the anticipated date of recordation.
    B. The Owner will provide evidence of payment of property taxes for the lands included in the above-referenced plat in accordance with Section 197.046, Florida Statutes, to the City immediately prior to the time of recording of the final plat.
    C. A letter from the surveyor verifying that all survey monumentation required by Chapter 177, Florida Statutes, and the City's LDRs is in place.
    D. Three mylar copies of the final plat executed by the developer and associated entities will be provided, along with a copy of the computer disk if the plat was prepared on a CAD system.
    E. If required pursuant to a planned development agreement, the Owner agrees to record, concurrent with the plat, protective deed covenants and to furnish the City with a copy as recorded.
    F. The Owner will pay all costs associated with the recording of the plat in the records of Volusia County.
    G. The Owner will file Articles of Incorporation and By-Laws for any property owners association to be formed, and will furnish copies of the recorded document to the City.

22. Under no circumstances will the City have responsibility for ownership and maintenance of any private stormwater management systems.
23. The City agrees to do the following:
    A. To approve the plat for recording in accordance with the above conditions.
    B. To participate in the construction and improvements of off-site water and sewer lines only where specifically provided in this Contract or other duly authorized written agreements.
24. The Effective Date of this Contract will be the date on which this Contract as executed by the Owner is approved by the City Commission. This Contract may not be amended except through a written document signed by both Parties. Full-sized copies of Exhibits A and B will remain on file with the Office of the City Clerk.
25. ASSIGNMENTS. The City Manager for the City is authorized on behalf of the City to accept an assignment of Owner's rights and obligations under this Contract if legal title to the property described in the Plat is transferred to a party other than Owner during the Term of this Contract. No formal amendment will be necessary to accept such assignment. The City will not unreasonably withhold approval of such an assignment.
26. CONFLICTS. In case of conflicts between this Contract and any City ordinance, the City ordinance governs. In case of conflicts between this Contract and the provisions of any planned development agreement authorized by City ordinance, the planned development agreement controls.
27. APPLICABLE LAW. This Contract will be subject to and construed in accordance with the laws of the State of Florida. Venue in case of any suit filed to enforce the provisions of this Contract will be in the Middle District of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

IN WITNESS WHEREOF, the Parties hereunder have signed this Contract on the dates indicated below.

Owner: Julie C Salvo, a _____

By: Julie Salvo, Vice President
[Print name and title]

Date: 10/1/25

The City of New Smyrna Beach, Florida, a Florida municipal corporation

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

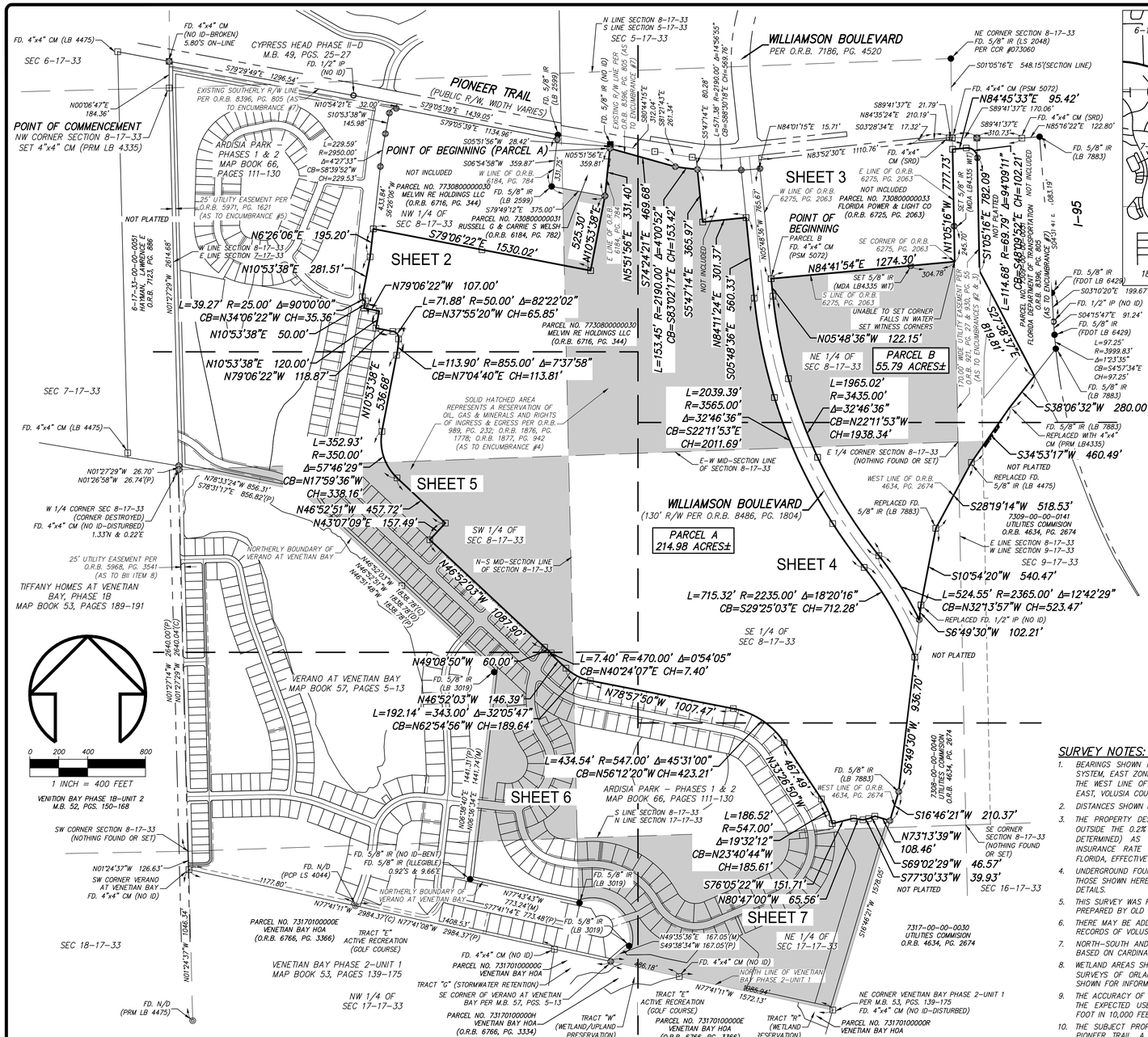
Date: _____

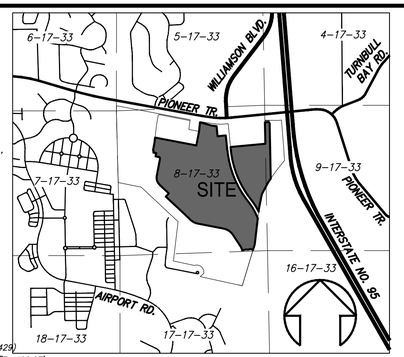
Approved as to legal form:

By: _____
_____, City Attorney

Exhibit “A”

ALTA/NSPS LAND TITLE SURVEY





VICINITY MAP: NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL A

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN S74°24'21"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 04°00'52", A CHORD BEARING OF S83°02'17"E AND A CHORD DISTANCE OF 153.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.45 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°47'14"E, A DISTANCE OF 365.97 FEET; THENCE N84°11'24"E, A DISTANCE OF 301.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S05°48'36"E, A DISTANCE OF 560.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3565.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF S22°11'53"E AND A CHORD DISTANCE OF 2011.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2039.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2235.00 FEET, A CENTRAL ANGLE OF 18°20'16", A CHORD BEARING OF S29°25'03"E AND A CHORD DISTANCE OF 712.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 715.32 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S06°49'30"W ALONG SAID WEST LINE, A DISTANCE OF 9.36.70 FEET; THENCE CONTINUE ALONG SAID WEST LINE S16°46'21"W, A DISTANCE OF 210.37 FEET; THENCE DEPARTING SAID WEST LINE, RUN N73°13'39"W, A DISTANCE OF 108.46 FEET; THENCE S69°02'29"W, A DISTANCE OF 46.57 FEET; THENCE S77°30'33"W, A DISTANCE OF 39.93 FEET; THENCE N80°47'00"W, A DISTANCE OF 65.56 FEET; THENCE S76°05'22"W, A DISTANCE OF 151.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF N23°40'44"W AND A CHORD DISTANCE OF 185.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO THE POINT OF TANGENCY; THENCE N33°26'50"W, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF N56°12'20"W AND A CHORD DISTANCE OF 423.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE N78°57'50"W, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF N62°54'56"W AND A CHORD DISTANCE OF 189.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE N46°52'03"W, A DISTANCE OF 146.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF N40°24'07"E AND A CHORD DISTANCE OF 7.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET; THENCE DEPARTING SAID CURVE, RUN N49°08'50"W, A DISTANCE OF 60.00 FEET; THENCE N46°52'03"W, A DISTANCE OF 1087.90 FEET; THENCE N43°07'09"E, A DISTANCE OF 157.49 FEET; THENCE N46°52'51"W, A DISTANCE OF 457.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF N17°59'36"W AND A CHORD DISTANCE OF 338.16 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 7°37'58", A CHORD BEARING OF N7°04'40"E AND A CHORD DISTANCE OF 113.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF N37°55'20"W AND A CHORD DISTANCE OF 65.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF TANGENCY; THENCE N79°06'22"W, A DISTANCE OF 118.87 FEET; THENCE N10°53'38"E, A DISTANCE OF 120.00 FEET; THENCE N79°06'22"W, A DISTANCE OF 107.00 FEET; THENCE N10°53'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N34°06'22"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 281.51 FEET; THENCE N06°26'06"E, A DISTANCE OF 195.20 FEET; THENCE S79°06'22"E, A DISTANCE OF 1530.02 FEET; THENCE N10°53'38"E, A DISTANCE OF 525.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE N05°51'56"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 214.98 ACRES, MORE OR LESS.

AND

PARCEL B

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

*COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S74°24'21"E, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 14°56'55", A CHORD BEARING OF S88°30'18"E AND A CHORD DISTANCE OF 569.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.38 FEET TO THE POINT OF TANGENCY; THENCE N84°01'15"E, A DISTANCE OF 15.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S05°48'36"E,

FD. 4"x4" CM
(NO ID-BROKEN)
S.80'S ON-LINE

CYPRESS HEAD PHASE II-D
M.B. 49, PGS. 25-27

SEC 5-17-33

CYPRESS SPRINGS PARKWAY

N LINE SECTION 8-17-33
S LINE SECTION 5-17-33

0 50 100 200
1 INCH = 100 FEET

FENCE CORNER 11.9'W

MES (TYP)
18" RCP
DRAINAGE DITCH (TYP)
ASPHALT PAVEMENT
DRAINAGE DITCH

N00°06'47"E 184.38'

DIRT ROAD

S79°29'49"E 1296.54'

TRACT A (R/W DEDICATION)
TRACT CC (UTILITIES)
TRACT BB (LANDSCAPE BUFFER)

POINT OF COMMENCEMENT
NW CORNER SECTION 8-17-33
(RESTABLISHED BASED ON DEED CALLS)

ZONE X
ZONE A

TRACT B
(STORM WATER MANAGEMENT)

FEMA FLOOD
ZONE LINE (TYP)

W LINE SECTION 8-17-33
E LINE SECTION 7-17-33

4' VF

TRACT DD (UTILITIES)
TRACT BB (LANDSCAPE BUFFER)

PIONEER TRAIL (PUBLIC R/W, WIDTH VARIES)

L=62.84'
R=40.00'
Δ=90°00'43"
CB=N55°54'00"E
CH=56.57'

S79°05'39"E 1439.05'

PROPOSED ACCESS EASEMENT

S79°05'39"E 1134.96'

CYPRESS HEAD PHASE II-D
M.B. 49, PGS. 25-27

NOT PLATTED

FD. 5/8" IR
(LB 2599)

FD. 5/8" IR
(NO ID)

SET 5/8" IR
(PRM MDA LB 4335)

S80°44'15"E 312.04'

S74°24'21"E 469.68'

PARCEL NO. 7308000000031
RUSSELL G & CARRIE S WELSH
(O.R.B. 6184, PG. 782)

FENCE CORNER
33.3'W

E LINE OF O.R.B.
6184, PG. 784

NOT INCLUDED

6" CLF

EXISTING R/W LINE
PER O.R.B. 8396,
PG. 805 (AS TO
ENCUMBRANCE #7)

N03°51'56"E 331.40'

N03°51'56"E 359.87'

W LINE OF O.R.B.
6184, PG. 784

N03°56'54"W
331.75'

FENCE CORNER
9.4'W

FD. 5/8" IR (LB 2599)
FNC CORNER 0.3'N & 0.1'W

S79°49'12"E 375.00'

FD. 5/8" IR
(LB 2599)

FEMA FLOOD
ZONE LINE (TYP)

N10°53'38"E 525.30'

WETLAND
4,542,977 SQ. FT.
OR
104.2924 ACRES

WETLAND LINE (TYP)

SOLID HATCHED AREA
REPRESENTS A RESERVATION OF
OIL, GAS & MINERALS AND RIGHTS
OF INGRESS & EGRESS PER O.R.B.
989 PG. 232, O.R.B. 1676, PG.
1778, O.R.B. 1877, PG. 942
(AS TO ENCUMBRANCE #4)

N-S MID-SECTION LINE
OF SECTION 8-17-33

PARCEL NO. 7730800000030
MELVIN RE HOLDINGS LLC
(O.R.B. 6716, PG. 344)

NOT INCLUDED

NW 1/4 OF
SEC 8-17-33

L=39.27'
R=25.00'
Δ=90°00'00"
CB=N34°06'22"W
CH=35.36'

N10°53'38"E 50.00'

N79°06'22"W 107.00'

N10°53'38"E 120.00'

118.87'
N79°06'22"W

L=71.88' R=50.00' Δ=82°22'02"
CB=N37°55'20"W CH=65.85'

L=113.90' R=855.00' Δ=7°37'58"
CB=N7°04'40"E CH=113.81'

765.01'

S79°06'22"E 1530.02'

765.01'

N6°26'06"E
195.20'

N10°53'38"E 281.51'

L=145.68'
R=40.00'
Δ=208.59°
CH=229.53'
CB=38°39'52"W

S10°53'38"W 145.68'

S6°26'06"W 433.64'

25' UTILITY EASEMENT PER
O.R.B. 5971, PG. 1621
(AS TO ENCUMBRANCE #5)

W LINE SECTION 8-17-33
E LINE SECTION 7-17-33

N01°27'29"W 2614.66'

TRACT II
(NATURAL AREA)

TRACT Q
(COMMON AREA)

TRACT P
(COMMON AREA)

TRACT Q
(LIFT STATION)

TRACT C
(STORM WATER MANAGEMENT)

ARDISIA PARK - PHASES 1 & 2
MAP BOOK 66, PAGES 111-130

TRACT D
(STORM WATER
MANAGEMENT)

TRACT G
(STORM WATER
MANAGEMENT)

WETLAND
661933 SQ. FT.
OR
15.1959 ACRES

DRAINAGE DITCH (TYP)
12" PVC
24" RCP
6" PVC
24" CMP
30" CMP
6" WELL AND PUMP
ON CONCRETE
METAL BUILDING
CONC.
4" WELL
FENCE CORNER
8.3'W

MATCHLINE "A" - SEE SHEET 3 OF 7

MATCHLINE "B" - SEE SHEET 5 OF 7

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT #	1351
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME:	1351_suralta_PH3&4-update.dwg
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET	2 OF 7

G:\Data\1351 - Miller Property-Deer Point\1_Survey\Civil 3D\DWG\1351_suralta_PH3&4-update.dwg Jan 24, 2025 12:00pm

WILLIAMSON BOULEVARD
PER O.R.B. 7186, PG. 4520

PIONEER TRAIL (PUBLIC R/W, WIDTH VARIES)

NOT PLATTED

NOT PLATTED

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

SOUTHERLY R/W LINE

EXISTING SOUTHERLY R/W LINE PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #7)

SET 5/8" IR (PRM MDA LB 4335)

L=153.45'
R=2190.00'
Δ=4°00'52"
CB=S83°02'17"E
CH=153.42'

L=258.12' R=1033.00' Δ=14°19'00" CH=257.45'
CB=S88°31'13"E
L=571.38' R=2190.00' Δ=14°56'55"
CB=S88°30'18"E CH=569.76'

L=303.60'
R=2190.00'
Δ=7°56'34"

L=114.33'
R=2190.00'
Δ=2°59'28"
S84°01'15"W
15.71'

L=27.59'
R=1033.00'
Δ=1°31'49"

L=230.53'
R=1033.00'
Δ=12°47'11"

S74°24'21"E 469.68'
S80°44'15"E 312.04'
S82°21'43"E 261.34'
N84°19'17"E 202.63'
130.00'
N84°19'17"E
72.63'
N84°19'17"E
N05°48'36"W 92.15'
S03°28'34"E 17.32'
S89°41'37"E 21.79'
N84°35'24"E 210.19'
FD. 4"x4" CM (SRD)
N83°52'30"E 1110.76'
N01°05'16"W 79.32'
170.06'
FD. 4"x4" CM (PSM 5072)
310.73'
S89°41'37"E 502.59'
FD. 4"x4" CM (SRD)
N85°16'22"E 122.80'
FD. 5/8" IR (LB 7883)

CONCRETE HEADWALL W/8'x2' BOX CULVERT

CONCRETE HEADWALL W/8'x2' BOX CULVERT

POND

DRAINAGE DITCH (TYP)

ZONE A

ZONE X

FEMA FLOOD ZONE LINE (TYP)

WETLAND LINE (TYP)

NOT INCLUDED

PARCEL NO. 7730800000030
MELVIN RE HOLDINGS LLC
(O.R.B. 6716, PG. 344)

PARCEL NO. 730800000033
FLORIDA POWER & LIGHT CO
(O.R.B. 6725, PG. 2063)

PARCEL NO. 7309-00-00-0031
FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. 8396, PG. 805
(AS TO ENCUMBRANCE #7)

WETLAND
4,542,977 SQ.FT.
OR
104.2924 ACRES

WETLAND
21,080 SQ. FT.
OR
0.4839 ACRES

WETLAND
24649 SQ. FT.
OR
0.5659 ACRES

S5°47'14"E 365.97'
S5°47'14"E 446.25'
N84°11'24"E 301.37'

WILLIAMSON BOULEVARD
(100' R/W PER O.R.B. 8486, PG. 1804)

S5°48'36"E 560.33'
N05°48'36"W 420.23'
N05°48'36"W 765.67'
N05°48'36"W 122.15'
130.00'

W LINE OF O.R.B. 6275, PG. 2063

POINT OF BEGINNING
PARCEL B
FD. 4"x4" CM (PSM 5072)

N84°41'54"E 1274.30'

S LINE OF O.R.B. 6275, PG. 2063

L=580.72'
R=3435.00'
Δ=9°41'11"

L=1965.02' R=3435.00' Δ=32°46'36"
CB=N21°11'53"W CH=1938.34'

L=2039.39' R=3565.00' Δ=32°46'36"
CB=S21°11'53"E CH=2011.69'

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

NE 1/4 OF SEC 8-17-33

E LINE OF O.R.B. 6275, PG. 2063

SET 5/8" IR (MDA LB4335 WIT)

UNABLE TO SET CORNER FALLS IN WATER SET WITNESS CORNERS

SET 5/8" IR (MDA LB4335 WIT)

304.78'

SE CORNER OF O.R.B. 6275, PG. 2063

N01°05'16"W 777.73'
N84°45'33"E 95.42'
L=114.68' R=69.79' Δ=94°09'11"
CB=S48°09'52"E CH=102.21'
S1°05'16"E 782.09'
S45°51'41"E 1083.19'
923.53'
245.80'
170.01'

SET 5/8" IR (PRM MDA LB 4335)

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

170.05' WIDE UTILITY EASEMENT PER O.R.B. 217 & 930, PG. 55 (AS TO ENCUMBRANCES #2 & 3)

FLOOD PLAIN COMPENSATION EASEMENT PER O.R.B. 8396, PG. 805 (AS TO ENCUMBRANCE #8)

BILLBOARD LEASE AREA PER O.R.B. 6985, PG. 3244 (AS TO BII ITEM 10)

S27°39'17"E 819.81'
S03°10'20"E 196.67'
S04°15'47"E 91.24'
L=97.25'
R=3989.83'
Δ=1°23'44"
CB=S04°57'34"E
CH=97.25'

7309-00-00-0149
FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. 8355, PG. 3937

7309-00-00-0141
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

S38°06'32"W 280.00'

WEST LINE OF O.R.B. 4634, PG. 2674

FD. 5/8" IR (LB 7883) REPLACED WITH 4"x4" CM (PRM LB4335)

S34°53'17"W 460.49'

SEC 9-17-33

INTERSTATE 95

0 50 100 200
1 INCH = 100 FEET

MATCHLINE "A" – SEE SHEET 2 OF 7

MATCHLINE "D" – SEE SHEET 5 OF 7

MATCHLINE "C" – SEE SHEET 4 OF 7

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY — PROJECT # 1351
DRAWN BY: LAT | DRAW DATE: 12/13/21 | CHECKED BY: LHD | SCALE: 1" = 100' | FILE NAME: 1351_suralta_PH3&4-updated.dwg
CREW: SC,JB | FIELD DATE: 12/10/21 | F.B./PG.: 217/65-72; 234/42-51,71-72 | SHEET 3 OF 7

C:\Users\...\1351 - Main Property-Shell Pointe_Survey\Civil 3D 2018\1351_suralta_PH3&4-updated.dwg Jan 24, 2022 - 12:00pm

MATCHLINE "C" – SEE SHEET 3 OF 7

MATCHLINE "D" – SEE SHEET 5 OF 7

MATCHLINE "F" – SEE SHEET 6 OF 7

MATCHLINE "E" – SEE SHEET 7 OF 7

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

E-W MID-SECTION LINE OF SECTION 8-17-33

FEMA FLOOD ZONE LINE (TYP)

ZONE A

ZONE X

WETLAND LINE (TYP)

DRAINAGE DITCH (TYP)

WETLAND
4,542,977 SQ.FT.
OR
104.2924 ACRES

WILLIAMSON BOULEVARD
(130' R/W PER O.R.B. 8486, PG. 1804)

L=1965.02'
R=3435.00'
Δ=32°46'36"
CB=N27°11'53"W
CH=1938.34'

L=2039.39'
R=3565.00'
Δ=32°46'36"
CB=S27°11'53"E
CH=2011.69'

L=863.77'
R=3565.00'
Δ=13°52'52"

L=803.58'
R=3435.00'
Δ=13°24'14"

L=873.43'
R=3565.00'
Δ=14°02'08"

L=524.55'
R=2365.00'
Δ=12°42'29"
CB=N32°13'57"W
CH=523.47'

L=715.32'
R=2235.00'
Δ=18°20'16"
CB=S29°25'03"E
CH=712.58'

E 1/4 CORNER SECTION 8-17-33
(NOTHING FOUND OR SET)

S45°37'17"W 460.49'

S28°19'14"W 518.53'

S10°54'20"W 540.47'

S6°49'30"W 936.70'

102.21'
S06°49'30"W

REPLACED FD. 5/8" IR
(LB 4475) WITH 4"x4" CM
(PRM MDA LB 4335)

REPLACED FD. 5/8" IR
(LB 7883) WITH 4"x4" CM
(PRM MDA LB 4335)

SET 5/8" IR
(PRM MDA LB 4335)

WEST LINE OF O.R.B.
4634, PG. 2674

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

7309-00-00-0141
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

7308-00-00-0040
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

170.00' WIDE UTILITY EASEMENT PER
O.R.B. 921, PG. 27 & 930, PG. 55
(AS TO BII ITEMS 5 & 6)

SEC 9-17-33

NOT PLATTED

SE 1/4 OF
SEC 8-17-33

N78°57'50"W 1007.47'

L=434.54'
R=547.00'
Δ=45°31'00"
CB=N56°12'20"W
CH=423.21'

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111-130

203 202 201 200 199 198 197 196 195 194

24" CMP

24" CPP

0 50 100 200
1 INCH = 100 FEET

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT # 1351	
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET 4 OF 7	

Drawing name: K:\DWGS\1351 - Marsh Property - Silver Point\1_Survey\Civil 3D\DWGs\1351_suralta_PH3&4-update.dwg Jan 24, 2022 12:03pm

MATCHLINE "B" – SEE SHEET 3 OF 7

MATCHLINE "D" – SEE SHEET 4 OF 7

MATCHLINE "G" – SEE SHEET 6 OF 7

L=113.90' R=855.00' Δ=7°37'58"
CB=N7°04'40"E CH=113.81'

N1°35'38"E 536.68'

L=352.93'
R=350.00'
Δ=57°46'39"
CB=N17°59'36"W
CH=338.16'

N46°52'51"W 457.72'

N43°07'09"E 157.49'

N46°52'03"W 1087.90'

N49°08'50"W 60.00'

N01°27'29"W 2614.68'

N01°27'29"W 26.70'
N01°26'58"W 26.74'(P)

N78°33'24"W 856.31'
S78°31'17"E 856.82'(P)

W 1/4 CORNER SEC 8-17-33
(CORNER DESTROYED)
FD. 4"x4" CM (NO ID-DISTURBED)
1.5'N & 0.2'E

N01°27'14"W 2640.00'(P)
N01°27'29"W 2640.04'(C)

W LINE SECTION 8-17-33
E LINE SECTION 7-17-33

6-17-33-00-00-0051
HAYMAN, LAWRENCE E
O.R.B. 7122, PG. 4071

TIFFANY HOMES AT VENETIAN BAY, PHASE 1B
MAP BOOK 53, PAGES 189-191

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111-130

NW 1/4 OF SEC 8-17-33

SW 1/4 OF SEC 8-17-33

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

EXHIBIT "B"
DEED OF CONSERVATION EASEMENT
(O.R.B. 7122, PG. 4071)

0 50 100 200
1 INCH = 100 FEET

MARK DOWST & ASSOCIATES, INC.
* ENGINEER'S PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT # 1351	
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET 5 OF 7	

Drawing name: N:\DWGS\1351 - Malin Property-Silver Palms_Survey\Civil 3D Data\1351_suralta_PH3&4-update.dwg Jan 24, 2022 12:01pm

MATCHLINE "G" – SEE SHEET 5 OF 7

MATCHLINE "F" – SEE SHEET 4 OF 7

MATCHLINE "F" – SEE SHEET 7 OF 7

0 50 100 200

1 INCH = 100 FEET

MODENA WAY

MONACO BOULEVARD

TRACT Z (LANDSCAPE BUFFER)

TRACT T (STORM WATER MANAGEMENT)

FD. 5/8" IR (LB 3019)

ZONE A

ZONE X

UPLAND BUFFER

VERANO AT VENETIAN BAY
MAP BOOK 57, PAGES 5–13
TRACT "F"
(STORMWATER MANAGEMENT AREA)

FEMA FLOOD ZONE LINE (TYP)

TRACT "G"
(STORMWATER MANAGEMENT AREA)

DIRT ROAD

TRACT H
(STORM WATER MANAGEMENT)

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO ENCUMBRANCE #4)

TRACT N
(LIFT STATION)

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111–130

N–S MID–SECTION LINE OF SECTION 8–17–33

N–S MID–SECTION LINE OF SECTION 17–17–33

S LINE SECTION 8–17–33
N LINE SECTION 17–17–33

TRACT HH
(NATURAL AREA)

WETLAND LINE (TYP)

WETLAND
847292 SQ. FT.
OR
19.4511 ACRES

WETLAND
199254 SQ. FT.
OR
4.5742 ACRES

DRAINAGE DITCH (TYP)

TRACT I
(STORM WATER MANAGEMENT)

TRACT J
(STORM WATER MANAGEMENT)

TRACT Y (LANDSCAPE BUFFER)

TRACT "F" (STORMWATER MANAGEMENT AREA)

NORTHERLY BOUNDARY OF VERANO AT VENETIAN BAY

MES W/18" RCP

30" RCP

42" RCP

FD. 5/8" IR (NO ID–BENT)
FD. 5/8" IR (ILLEGIBLE)
0.92'S & 9.66'E

FD. 4"x4" CM (NO ID)

TRACT FF (ACCESS, UTILITIES, DRAINAGE AND COMMON AREA)

TRACT X
(LANDSCAPE BUFFER)

TRACT K
(STORM WATER MANAGEMENT)

TRACT GG
(NATURAL AREA)

TRACT "E"
ACTIVE RECREATION
(GOLF COURSE)

PARCEL NO. 731701000000E
VENETIAN BAY HOA
(O.R.B. 6766, PG. 3366)

VENETIAN BAY PHASE 2–UNIT 1
MAP BOOK 53, PAGES 139–175

PARCEL NO. 731701000000G
VENETIAN BAY HOA

TRACT "G"
(STORMWATER RETENTION)

PARCEL NO. 731701000000H
VENETIAN BAY HOA
(O.R.B. 6766, PG. 3334)

SE CORNER OF VERANO AT VENETIAN BAY PER M.B. 57, PGS. 5–13

TRACT "H" (WETLAND/ UPLAND PRESERVATION)

L=7.40' R=470.00' Δ=0°54'05"
CB=N40°24'07"E CH=7.40'

146.39'
N46°52'03"W

L=192.14'
R=343.00'
Δ=32°05'47"
CB=N62°54'56"W
CH=189.64'

N78°57'50"W 1007.47'

N77°41'11"W 2984.37'(C) N77°41'08"W 2984.37'(P)

1408.53'

398.04'

N06°38'40"E 1441.31'(C)
N06°38'34"E 1441.74'(P)

N77°43'43"W 773.24'(M)
S77°41'14"E 773.48'(P)

N49°35'36"E 167.05'(M)
S49°38'34"W 167.05'(P)

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#3335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

ALTA/NSPS LAND TITLE SURVEY					PROJECT # 1351
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65–72; 234/42–51,71–72		SHEET 6 OF 7	

Plot Date: Jun 24, 2025 12:02pm
File Name: X:\DWGS\1351 - Marie Property-Shell Points Survey\Civil 3D\DWGS\1351_suralta_PH3&4-update.dwg

MATCHLINE "E" – SEE SHEET 4 OF 7

MATCHLINE "F" – SEE SHEET 6 OF 7

221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193

193
L=434.54'
R=547.00'
Δ=45°31'00"
CB=N56°12'20"W
CH=423.21'

N33°26'50"W 467.49'

L=186.52'
R=547.00'
Δ=19°32'12"
CB=N23°40'44"W
CH=185.61'

S76°05'22"W 151.71'

N80°47'00"W 65.56'

S77°30'33"W 39.93'

S16°46'21"W 210.37'

S6°49'30"W 936.70'

N73°13'39"W 108.46'

S69°02'29"W 46.57'

S16°46'21"W 1578.05'

N27°41'11"W 1572.13'

1085.94'

486.18'

WETLAND
199254 SQ. FT.
OR
4.5742 ACRES
TRACT HH
(NATURAL AREA)

WETLAND
847292 SQ. FT.
OR
19.4511 ACRES

WETLAND
131556 SQ. FT.
OR
3.0201 ACRES
TRACT GG
(NATURAL AREA)

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111–130

TRACT I
(STORM WATER MANAGEMENT)

TRACT K
(STORM WATER MANAGEMENT)

TRACT L
(STORM WATER MANAGEMENT)

TRACT M
(LIFT STATION)

TRACT S
(COMMON AREA)

TRACT W (LANDSCAPE BUFFER)

TRACT FF (ACCESS, UTILITIES, DRAINAGE AND COMMON AREA)

TRACT "E"
ACTIVE RECREATION
(GOLF COURSE)

TRACT "H"
(WETLAND/UPLAND PRESERVATION)

TRACT "R"
(WETLAND PRESERVATION)

SOLID HATCHED AREA REPRESENTS A RESERVATION OF OIL, GAS & MINERALS AND RIGHTS OF INGRESS & EGRESS PER O.R.B. 989, PG. 232; O.R.B. 1876, PG. 1778; O.R.B. 1877, PG. 942 (AS TO BII ITEM 7)

WETLAND LINE (TYP)

DRAINAGE DITCH (TYP)

FEMA FLOOD ZONE LINE (TYP)

ZONE A

ZONE X

NOT PLATTED

7308-00-00-0040
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

7317-00-00-0030
UTILITIES COMMISION
O.R.B. 4634, PG. 2674

E LINE SECTION 8-17-33
W LINE SECTION 9-17-33

WEST LINE OF O.R.B. 4634, PG. 2674

FD. 5/8" IR
(LB 7883)

S LINE SECTION 8-17-33
N LINE SECTION 17-17-33

SE CORNER SECTION 8-17-33
(NOTHING FOUND OR SET)

SEC 16-17-33

NE 1/4 OF
SEC 17-17-33

FD. 4"x4" CM (NO ID)

NORTH LINE OF VENETIAN BAY PHASE 2-UNIT 1

PARCEL NO. 7317010000H
VENETIAN BAY HOA
(O.R.B. 6766, PG. 3334)

PARCEL NO. 7317010000E
VENETIAN BAY HOA
(O.R.B. 6766, PG. 3366)

PARCEL NO. 7317010000R
VENETIAN BAY HOA

NE CORNER VENETIAN BAY PHASE 2-UNIT 1
PER M.B. 53, PGS. 139-175
FD. 4"x4" CM (NO ID-DISTURBED)

6" PVC

7' CONCRETE CART PATH

0 50 100 200
1 INCH = 100 FEET

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT # 1351	
DRAWN BY: LAT	DRAW DATE: 12/13/21	CHECKED BY: LHD	SCALE: 1" = 100'	FILE NAME: 1351_suralta_PH3&4-update.dwg	
CREW: SC,JB	FIELD DATE: 12/10/21	F.B./PG.: 217/65-72; 234/42-51,71-72		SHEET 7 OF 7	

G:\Projects\1351 - Mirada Property\Plat Path\Survey\Civil 3D Data\1351_suralta_PH3&4-update.dwg Jun 24, 2025 12:04pm

Exhibit “B”

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 5, 8 & 17, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL A

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN S74°24'21"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 04°00'52", A CHORD BEARING OF S83°02'17"E AND A CHORD DISTANCE OF 153.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.45 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°41'14"E, A DISTANCE OF 365.97 FEET; THENCE N84°11'24"E, A DISTANCE OF 301.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S05°48'36"E, A DISTANCE OF 560.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3565.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF S22°11'53"E AND A CHORD DISTANCE OF 2011.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2039.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2235.00 FEET, A CENTRAL ANGLE OF 18°20'16", A CHORD BEARING OF S29°25'03"E AND A CHORD DISTANCE OF 712.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 715.32 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S06°49'30"W ALONG SAID WEST LINE, A DISTANCE OF 936.70 FEET; THENCE CONTINUE ALONG SAID WEST LINE S16°46'21"W, A DISTANCE OF 210.37 FEET; THENCE DEPARTING SAID WEST LINE, RUN N73°13'39"W, A DISTANCE OF 108.46 FEET; THENCE S69°02'29"W, A DISTANCE OF 46.57 FEET; THENCE S77°30'33"W, A DISTANCE OF 39.93 FEET; THENCE N80°47'00"W, A DISTANCE OF 65.56 FEET; THENCE S76°05'22"W, A DISTANCE OF 151.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF N23°40'44"W AND A CHORD DISTANCE OF 185.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO THE POINT OF TANGENCY; THENCE N33°26'50"W, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF N56°12'20"W AND A CHORD DISTANCE OF 423.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE N78°57'50"W, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF N62°54'56"W AND A CHORD DISTANCE OF 189.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE N46°52'03"W, A DISTANCE OF 146.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF N40°24'07"E AND A CHORD DISTANCE OF 7.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET; THENCE DEPARTING SAID CURVE, RUN N49°08'50"W, A DISTANCE OF 60.00 FEET; THENCE N46°52'03"W, A DISTANCE OF 1087.90 FEET; THENCE N43°07'09"E, A DISTANCE OF 157.49 FEET; THENCE N46°52'51"W, A DISTANCE OF 457.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF N17°59'36"W AND A CHORD DISTANCE OF 338.16 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF N07°04'40"E AND A CHORD DISTANCE OF 113.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF N37°55'20"W AND A CHORD DISTANCE OF 65.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF TANGENCY; THENCE N79°06'22"W, A DISTANCE OF 118.87 FEET; THENCE N10°53'38"E, A DISTANCE OF 120.00 FEET; THENCE N79°06'22"W, A DISTANCE OF 107.00 FEET; THENCE N10°53'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N34°06'22"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 281.51 FEET; THENCE N06°26'06"E, A DISTANCE OF 195.20 FEET; THENCE S79°06'22"E, A DISTANCE OF 1530.02 FEET; THENCE N10°53'38"E, A DISTANCE OF 525.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE N05°51'56"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 214.98 ACRES, MORE OR LESS.

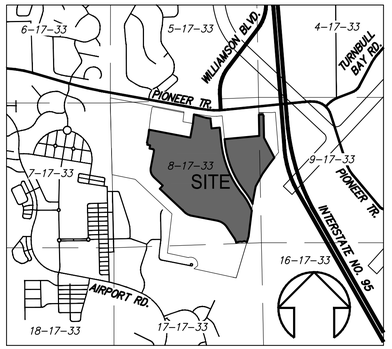
AND

PARCEL B

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S74°24'21"E, A DISTANCE OF 469.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 14°56'55", A CHORD BEARING OF S88°30'18"E AND A CHORD DISTANCE OF 569.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.38 FEET TO THE POINT OF TANGENCY; THENCE N84°01'15"E, A DISTANCE OF 15.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S05°48'36"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID WILLIAMSON BOULEVARD, A DISTANCE OF 765.67 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN N84°41'54"E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, A DISTANCE OF 1274.30 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, ALSO BEING A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8; THENCE N01°05'16"W, ALONG THE EAST LINE OF SAID LANDS AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 777.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8396, PAGE 805; THENCE N84°45'33"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 95.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.79 FEET, A CENTRAL ANGLE OF 94°09'11", A CHORD BEARING OF S48°09'52"E AND A CHORD DISTANCE OF 102.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 114.68 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN 170.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S01°05'16"E, ALONG SAID EAST LINE, A DISTANCE OF 782.09 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8396, PAGE 805 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S27°38'37"E ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 819.81 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: S38°06'32"W, A DISTANCE OF 280.00 FEET; THENCE S34°53'17"W, A DISTANCE OF 460.49 FEET; THENCE S28°19'14"W, A DISTANCE OF 518.53 FEET; THENCE S10°54'20"W, A DISTANCE OF 540.47 FEET; THENCE S06°49'30"W, A DISTANCE OF 102.21 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD; SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2365.00 FEET, A CENTRAL ANGLE OF 12°42'29", A CHORD BEARING OF N32°13'57"W AND A CHORD DISTANCE OF 523.47 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 524.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3435.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF N22°11'53"W AND A CHORD DISTANCE OF 1938.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1965.02 FEET TO THE POINT OF TANGENCY; THENCE N05°48'36"W, A DISTANCE OF 122.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60.83 ACRES, MORE OR LESS.



VICINITY MAP: NOT TO SCALE

SHEET INDEX

SHEET 1:	COVER & DESCRIPTION
SHEET 2:	GENERAL NOTES, LEGEND, AND TRACT AND LOT TABLES
SHEET 3:	OVERALL BOUNDARY DIMENSIONS
SHEET 4:	KEY MAP
SHEETS 5-25:	DETAIL SHEETS

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

MAP BOOK: PAGE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED ARDISIA PARK PHASES 3 & 4, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES: (1) ALL STREETS SHOWN OR DESCRIBED HEREON TO THE PERPETUAL USE OF THE PUBLIC; (2) TRACTS A, B, C, D, E, F, G, H, I, J, K AND L TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR STORMWATER MANAGEMENT WITH AN EASEMENT FOR DRAINAGE PURPOSES FROM ROADWAYS DEDICATED TO THE CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACTS A, B, C, D, E, F, G, H, I, J, K AND L; (3) TRACTS M AND N IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (UCNSB) FOR SANITARY LIFT STATIONS; (4) TRACTS O, P, Q, R AND X TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR NATURAL AREAS; (5) TRACT S TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR UTILITIES AND OPEN SPACE; (6) TRACT T TO THE CITY OF NEW SMYRNA BEACH, FLORIDA FOR PUBLIC PARK AND NATURAL AREA; (7) TRACT U TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR AMENITY AND COMMON AREA; (8) TRACT V TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. FOR UTILITIES, AND HEREBY GRANT AN EASEMENT FOR UTILITIES TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA OVER TRACT V FOR PROPER USE AND PURPOSES; (9) TRACT W TO RETAINED BY TAYLOR MORRISON OF FLORIDA, INC. FOR FUTURE DEVELOPMENT; (10) ALL POTABLE WATER, RECLAIMED WATER, SANITARY SEWER MAINS, ELECTRIC AND SANITARY FORCE MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.

IN WITNESS WHEREOF, TAYLOR MORRISON OF FLORIDA, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 20_____.

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____

PRINTED NAME: _____ PRINTED NAME: _____

BY: TAYLOR MORRISON OF FLORIDA, INC.
2600 LAKE LUCIEN DR., SUITE 350
MAITLAND, FL 32751

BY _____
PRINTED NAME _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, A NOTARY PUBLIC OF THE STATE OF FLORIDA, GARY MELVIN, AS MANAGER OF GWM REAL ESTATE II, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, SOLE MEMBER OF SHELL POINT COLONY HOMEOWNERS ASSOCIATION, INC., KNOWN TO ALL MEN TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATION AND DEDICATION AS OWNER.

WITNESS MY HAND AND SEAL IN THE COUNTY AND STATE NAMED ABOVE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON JULY 13, 2017, THE SURVEY WAS COMPLETED OF THE LANDS SHOWN ON THE ATTACHED PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND MEETS THE REQUIREMENTS OF 5J-17.050 THROUGH 5J-17.052 FAC, MINIMUM TECHNICAL STANDARDS; THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, F.S., AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

_____ DATE _____
LEE H. DOWST, P.L.S. NO. 6860
MARK DOWST & ASSOCIATES, INC., LB NO. 4335
536 N. HALIFAX AVENUE, SUITE NO. 100
DAYTONA BEACH, FLORIDA 32118

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

REVIEW OF SURVEYOR AND MAPPER FOR THE CITY OF NEW SMYRNA BEACH

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND HAVE PROVIDED BOTH THE CITY OF NEW SMYRNA BEACH AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SAID REQUIREMENTS.

_____ DATE: _____
(PRINTED NAME)

P.L.S. NO. _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, FILE NUMBER _____.

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 1 OF 25

NO.	DATE	APPR.	REVISION
5	06/03/25	LHD	REVISED LIFT STATION TRACTS AND UTILITY EASEMENTS PER COMMENTS.
4	04/01/25	LHD	REVISED TO ASS MISSING PARCEL TO PARCEL B.
3	01/02/25	LHD	REVISED PER CITY COMMENTS.
2	09/09/24	LHD	REVISED PER NEW CIVIL SITE PLAN AND CITY COMMENTS.
1	11/13/23	LHD	REVISE PER NEW R/W TAKINGS AND PHASE 1 & 2 COMMENTS.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
N/A	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 1 | RECORD PLAT

Drawing name: K:\DWGS\1351 - Melvin Property-Shell Point_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot ST Jun 25, 2025 10:31am by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
320	8579.79
321	9240.00
322	9248.61
323	8987.38
324	8987.38
325	8921.68
326	8580.00
327	8580.00
328	8580.00
329	8580.00
330	8830.55
331	8937.74
332	8937.74
333	8937.74
334	8627.46
335	8580.00
336	8580.00
337	8580.00
338	8580.00
339	8580.00
340	8580.00
341	8925.21
342	8987.38
343	8987.38
344	8693.65
345	8580.00
346	8580.00
347	8580.00
348	8580.00
349	8240.00
350	8240.00
351	8580.00
352	9782.42
353	9781.94
354	8580.48
355	8580.00
356	8579.96
357	8579.97
358	9782.40
359	9782.42
360	8817.67
361	8937.74
362	8937.74
363	8937.74
364	8619.03
365	8580.00
366	8834.61
367	8579.52
368	8580.00
369	8580.00
370	9945.79
371	10333.99
372	8779.93
373	7934.89
374	6961.65
375	6958.54
376	6702.21
377	6600.00
378	6600.00
379	6600.00
380	6600.00
381	6600.00
382	6600.00
383	6600.00
384	6600.00
385	7353.68
386	7875.98
387	8952.93
388	9008.61
389	8021.35
390	7565.41
391	6797.54
392	6600.00
393	6600.00
394	6600.00
395	6600.00
396	6600.00
397	6600.00
398	7260.00
399	7260.00
400	7260.00
401	7260.00
402	7260.00
403	7260.00
404	8132.03
405	9905.99
406	9905.99
407	7973.95

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
408	7260.00
409	7260.00
410	7260.00
411	7260.00
412	7260.00
413	7260.00
414	7260.00
415	7260.00
416	7500.76
417	7562.36
418	7562.36
419	7260.00
420	7260.00
421	8077.09
422	9072.61
423	9072.61
424	7682.50
425	7260.00
426	7307.95
427	7465.80
428	7465.80
429	7465.80
430	7465.80
431	7465.80
432	7465.80
433	7465.80
434	7463.42
435	7260.00
436	7260.00
437	7260.00
438	7260.00
439	7260.00
440	7260.00
441	7260.00
442	7260.00
443	9429.35
444	8462.42
445	7258.50
446	6600.00
447	6600.00
448	7260.00
449	7260.00
450	7260.00
451	7260.00
452	7260.00
453	7260.00
454	7260.00
455	7260.00
456	7260.00
457	7260.00
458	7260.00
459	7260.00
460	7260.00
461	7260.00
462	7277.44
463	7479.70
464	7479.70
465	7479.70
466	7479.70
467	7479.70
468	7479.70
469	7301.87
470	7260.00
471	7514.95
472	8177.36
473	8177.36
474	8177.36
475	8177.36
476	8177.36
477	8177.36
478	7676.06
479	7260.00
480	7260.00
481	7260.00
482	7260.00
483	7260.00
484	7260.00
485	7260.00
486	7536.70
487	8076.39
488	8076.39
489	8076.39
490	8076.39
491	8076.39
492	8076.39
493	7906.88
494	7260.00
495	7260.00

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
496	7260.00
497	7260.00
498	7264.27
499	7464.47
500	7464.47
501	7464.47
502	7464.47
503	7464.47
504	7464.47
505	7464.47
506	7413.42
507	7260.00
508	7260.00
509	7260.00
510	7260.00
511	7260.00
512	7260.00
513	7260.00
514	7260.00
515	7260.00
516	7260.00
517	7260.00
518	7260.00
519	7260.00
520	7260.00
521	7260.00
522	7260.00
523	7260.00
524	7260.00
525	7260.00
526	7260.00
527	7260.00
528	7260.00
529	7260.00
530	7260.00
531	7412.07
532	7478.09
533	7478.09
534	7478.09
535	7478.09
536	7478.09
537	7478.09
538	7290.38
539	7260.00
540	7260.00
541	7260.00
542	7260.00
543	7650.53
544	7840.12
545	7840.12
546	7840.12
547	7840.12
548	7840.12
549	7840.12
550	7840.12
551	7840.12
552	7840.12
553	7807.87
554	7260.00
555	7260.00
556	7260.00
557	7260.00
558	7260.00
559	7260.00
560	7260.00
561	7260.00
562	7260.00
563	7260.00
564	7260.00
565	7260.00
566	7260.00
567	8580.00
568	8580.00
569	8580.00
570	8580.00
571	8580.00
572	8958.48
573	9329.26
574	9329.26
575	9329.26
576	11807.38
577	9911.28
578	9329.26
579	9146.83
580	8580.00
581	8580.00
582	8580.00
583	8580.00

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
584	8580.00
585	8580.00
586	8580.00
587	8580.00
588	8580.00
589	8580.00
590	8580.00
591	8580.00
592	8580.00
593	8580.00
594	9782.42
595	9782.42
596	8876.72
597	9942.98
598	9942.98
599	9645.06
600	8580.00
601	8580.00
602	8580.00
603	8588.26
604	9412.92
605	9412.92
606	9412.92
607	9412.92
608	9412.92
609	8715.30
610	8580.00
611	8580.00
612	8580.00
613	8580.00
614	8580.00
615	8580.00
616	8580.00
617	8580.00
618	8580.00
619	8580.00
620	8580.00
621	8580.00
622	8580.00
623	8580.00
624	8580.00
625	8580.00
626	8580.00
627	8580.00
628	9658.31
629	9721.42
630	9721.42
631	9721.42
632	9721.42
633	9085.70
634	8580.00
635	8580.00
636	8580.00
637	8580.00
638	8580.00
639	12868.33
640	9854.22
641	9854.22
642	9854.22
643	9854.22
644	8620.10
645	8580.00
646	8580.00
647	8580.00
648	8580.00
649	8580.00
650	8580.00
651	8580.00
652	8580.00
653	8580.00
654	8580.00
655	8580.00
656	8615.30
657	9854.22
658	9854.22
659	9854.22
660	9854.22
661	9854.22
662	9854.22
663	9854.22
664	9854.22
665	9160.60
666	8580.00
667	8580.00
668	8580.00
669	8580.00
670	9985.56
671	11712.58

LOT AREA TABLE

LOT #	AREA IN SQ.FT.
672	11712.58
673	11320.02
674	8580.00
675	8580.00
676	8580.00
677	8580.00
678	8580.00
679	8580.00
680	8580.00
681	8580.00
682	8580.00
683	8580.00
684	8580.00
685	8580.00
686	9143.11
687	11712.58

SETBACK REQUIREMENTS:

LANDSCAPE BUFFERS:
NORTH: 20.00'
SOUTH: 20.00'
EAST: 20.00'
WEST: 20.00'

BUILDING SETBACKS:
FRONT (LIVING & PORCHES): 17.50'
FRONT (GARAGES): 22.50'
REAR: 25.00'
SIDE: 5.00' (FROM EDGE OF EAVE)
MINIMUM RESIDENTIAL BUILDING SPACING:
10.00' (FROM EDGE OF EAVE)
MINIMUM RESIDENTIAL BUILDING SIZE: 1,500 SQ. FT.
MAXIMUM RESIDENTIAL BUILDING HEIGHT: 35.00'

TRACT TABLE

TRACT NAME	PURPOSE	ACREAGE
TRACT A	STORMWATER MANAGEMENT	13.846
TRACT B	STORMWATER MANAGEMENT	11.201
TRACT C	STORMWATER MANAGEMENT	3.953
TRACT D	STORMWATER MANAGEMENT	3.984
TRACT E	STORMWATER MANAGEMENT	4.634
TRACT F	STORMWATER MANAGEMENT	9.247
TRACT G	STORMWATER MANAGEMENT	0.161
TRACT H	STORMWATER MANAGEMENT	0.061
TRACT I	STORMWATER MANAGEMENT	0.064
TRACT J	STORMWATER MANAGEMENT	0.131
TRACT K	STORMWATER MANAGEMENT AND COMMON AREA	6.397
TRACT L	STORMWATER MANAGEMENT AND COMMON AREA	13.558
TRACT M	LIFT STATION	0.057
TRACT N	LIFT STATION	0.053
TRACT O	NATURAL AREA	27.968
TRACT P	NATURAL AREA	12.049
TRACT Q	NATURAL AREA	14.348
TRACT R	NATURAL AREA	27.278
TRACT S	UTILITIES AND COMMON AREA	8.513
TRACT T	PARK AND NATURAL AREA	20.000
TRACT U	AMENITY AND COMMON AREA	5.856
TRACT V	UTILITIES	0.359
TRACT W	FUTURE DEVELOPMENT	0.843
TRACT X	NATURAL AREA	5.038

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
CM	CONCRETE MONUMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP
FD.	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON-RADIAL
O.R.B.	OFFICIAL RECORDS BOOK
PAE	PEDESTRIAN ACCESS EASEMENT
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R	RADIUS
(R)	RADIAL
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE
S.F.	SQUARE FEET
U.E	UTILITY EASEMENT
(TYP)	TYPICAL
W/	WITH
△	CENTRAL ANGLE
[break line symbol]	BREAK LINE
[direction change symbol]	INDICATES CHANGE IN DIRECTION
⊡	SET 4"x4" CM (PRM LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
[symbol]	SET N/D (PCP LB 4335)
◎	FOUND N/D (AS NOTED)
[symbol]	SET 5/8" IRC (PRM LB 4335)
●	FOUND IRON ROD (AS NOTED)
◎	FOUND IRON PIPE (AS NOTED)

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N01°27'29"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C00517J AND 12127C0525H, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF FEBRUARY 19, 2014, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND "A" (NO BASE FLOOD ELEVATION DETERMINED).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.28083333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS. DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. ALL CURVILINEAR LINES SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
6. NOTICE: THIS PLAT, AS RECORDED IN IT'S GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7. ALL LOTS AND TRACTS ARE SUBJECT TO A UTILITY EASEMENT ALONG THE FRONT AND STREET SIDE LOT LINES ABUTTING ALL ROAD RIGHT-OF-WAYS AS SHOWN HEREON.
8. THE COVENANTS AND RESTRICTIONS FOR ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. THE ARTICLES OF INCORPORATION OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON APRIL 20, 2024, AND ASSIGNED DOCUMENT NUMBER N23000011589 WITH THE FLORIDA DEPARTMENT OF STATE, AS AMENDED.
10. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. TRACTS A, B, C, D, E, F, G, H, I AND J ARE HEREBY DESIGNATED FOR STORMWATER MANAGEMENT AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
12. TRACTS K AND L ARE HEREBY DESIGNATED FOR STORMWATER MANAGEMENT AND COMMON AREAS AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
13. TRACTS M AND N ARE HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF LIFT STATIONS TO BE CONVEYED IN FEE SIMPLE TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA.
14. TRACTS O, P, Q, R AND X ARE HEREBY DESIGNATED FOR NATURAL AREAS TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. THESE NATURAL AREAS INCLUDE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRMWD) APPROVED WETLAND LIMITS AND A 25' MINIMUM UPLAND BUFFER AND ARE TO BE MAINTAINED IN THEIR NATURAL STATE. NO DEVELOPMENT OR CONSTRUCTION SHALL BE PERMITTED IN THESE AREAS WITHOUT APPROVAL FROM THE OFFICIAL GOVERNING ENTITY.
15. TRACT S IS HEREBY DESIGNATED FOR COMMON AREA AND UTILITIES TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC.; SAID TRACT IS SUBJECT TO A RIGHT-OF-WAY AGREEMENT FOR FLORIDA POWER & LIGHT COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
16. TRACT T IS HEREBY DESIGNATED FOR A PARK AND NATURAL AREA TO BE CONVEYED TO THE CITY OF NEW SMYRNA BEACH, FLORIDA. THE NATURAL AREAS INCLUDE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRMWD) APPROVED WETLAND LIMITS AND A 25' MINIMUM UPLAND BUFFER AND ARE TO BE MAINTAINED IN THEIR NATURAL STATE. NO DEVELOPMENT OR CONSTRUCTION SHALL BE PERMITTED IN THESE AREAS WITHOUT APPROVAL FROM THE OFFICIAL GOVERNING ENTITY.
17. TRACT U IS HEREBY DESIGNATED FOR AMENITY AND COMMON AREA TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
18. TRACT V IS HEREBY DESIGNATED FOR UTILITIES TO BE CONVEYED TO THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. AND SHALL BE THE SOLE RESPONSIBILITY OF THE ARDISIA PARK HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
19. TRACT W IS HEREBY DESIGNATED FOR FUTURE DEVELOPMENT TO BE RETAINED BY TAYLOR MORRISON OF FLORIDA, INC. AND SHALL BE THE SOLE RESPONSIBILITY OF THE TAYLOR MORRISON OF FLORIDA, INC. TO MAINTAIN IN COMPLIANCE WITH THE DESIGN AND PERMITTED CONDITIONS.
20. ALL SIDE LOT LINES ARE SUBJECT TO A 2.50 FOOT DRAINAGE EASEMENT FOR THE PURPOSE OF MAINTENANCE OF DRAINAGE FACILITIES, WITH FOREGOING EASEMENTS RESERVED AND DEDICATED TO ARDISIA PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.
21. THIS PLAT CONTAINS A TOTAL OF 24 TRACTS.
22. THIS PLAT CONTAINS 368 LOTS WITH A MINIMUM LOT SIZE OF 6,600.00 SQUARE FEET AND AN AVERAGE LOT SIZE OF 7,892.60 SQUARE FEET.
23. THE TOTAL RIGHT-OF-WAY FOR ALL ROADWAYS WITHIN THE PLAT CONTAIN 16.784 ACRES.
24. THE TOTAL LINEAR FEET OF STREETS IS 14,112.73 LINEAR FEET.
25. ALL PERMANENT CONTROL POINTS WILL BE PLACED ONCE ROADS HAVE BEEN COMPLETED PER F.S. 177.091.9.
26. ALL LOT AND TRACT CORNERS WILL BE SET PRIOR TO ANY TRANSFER OF LOTS OR TRACTS IN ACCORDANCE WITH F.S. 177.091.9.

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

REVISION		
NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
400'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT
ARDISIA PARK
NEW SMYRNA BEACH, FLORIDA

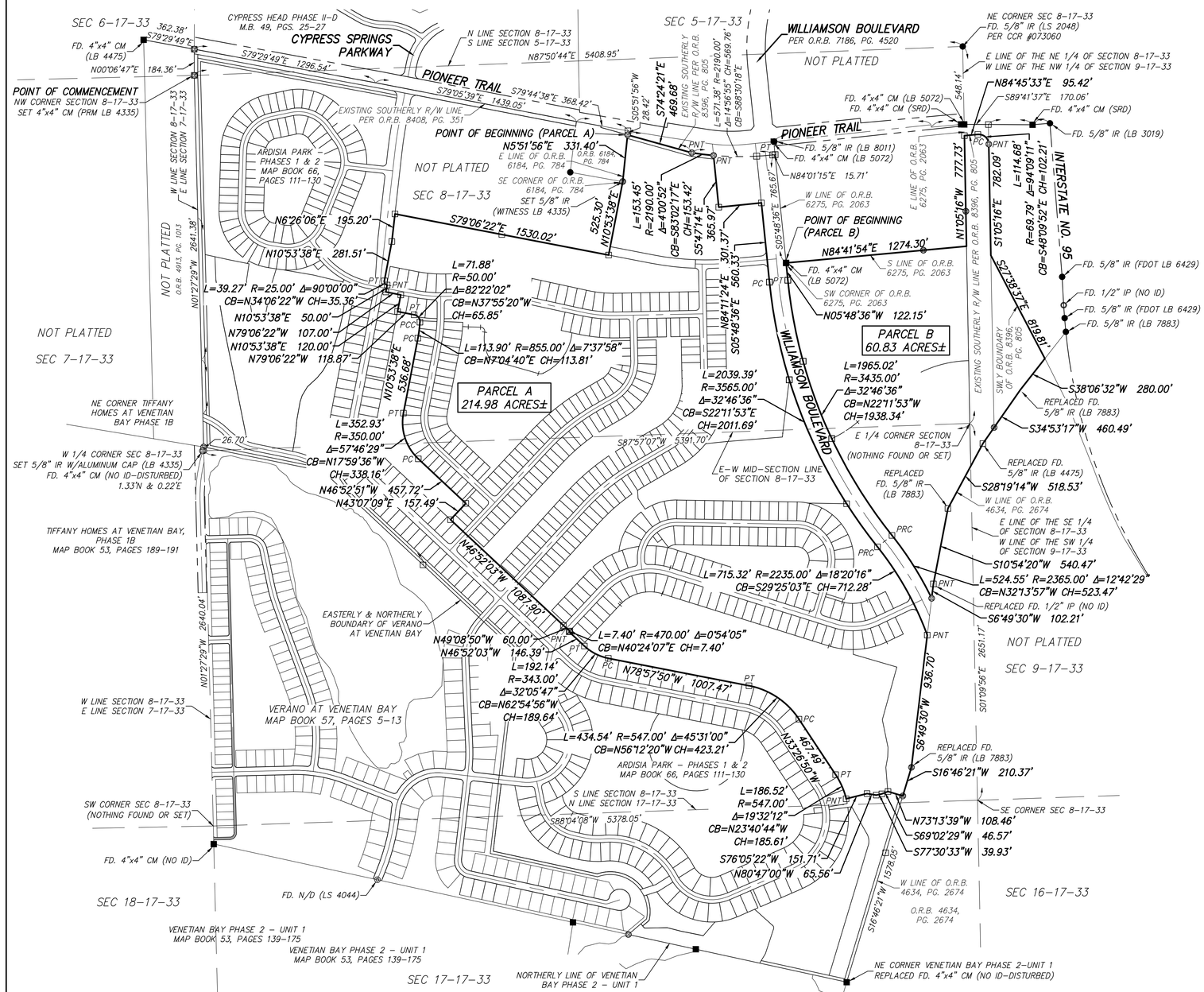
PROJECT NO. 1351 | 2
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plat S2 Jun 11, 2025 1:52pm by: lthib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



BOUNDARY DETAIL SHEET

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
SCALE	400'					BY	

FINAL

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

3

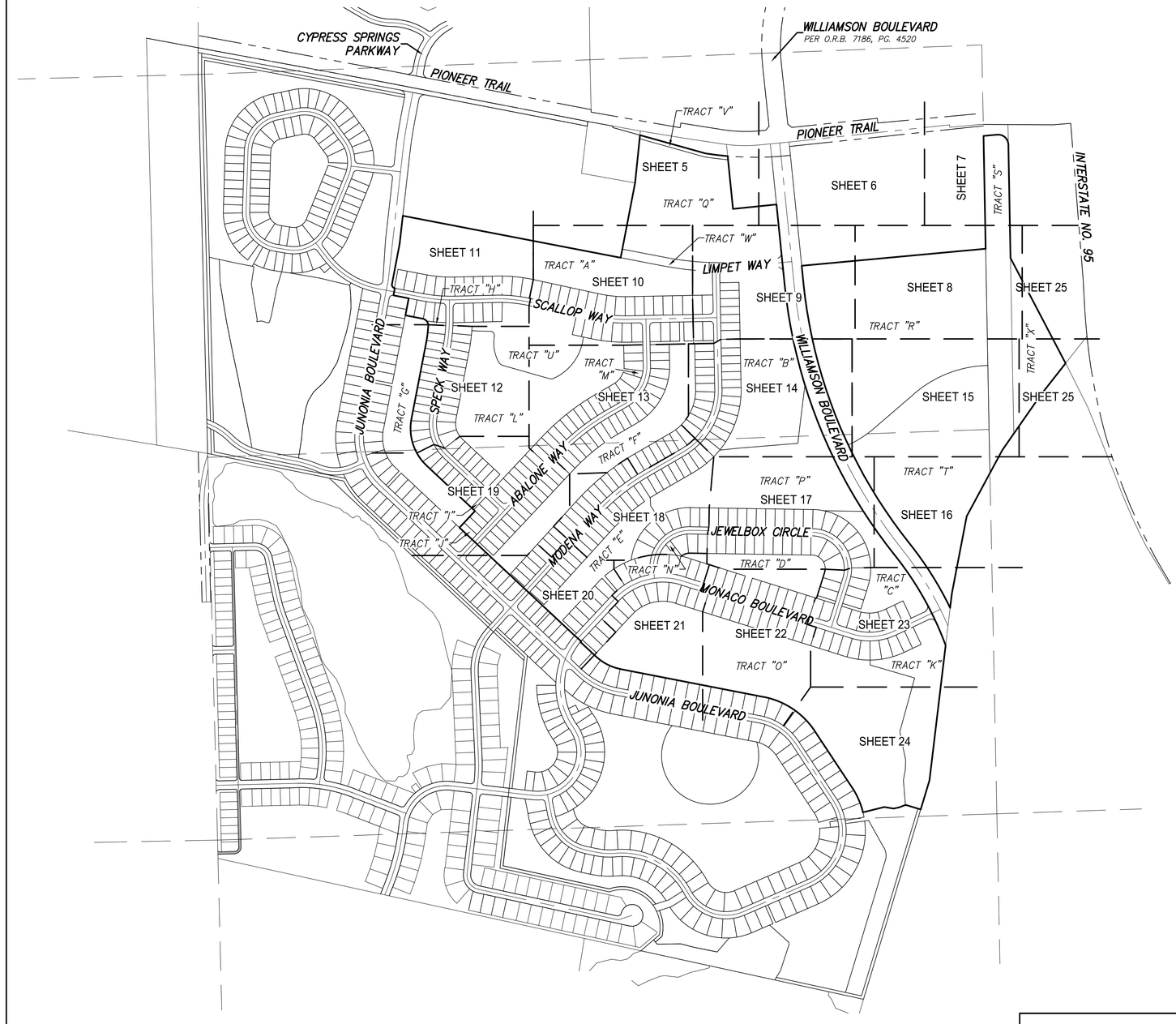
RECORD PLAT

Drawing name: V:\2JMDS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-2JMDS\1351_surplat-ph3-4(4).dwg Plot: 53 Jun 11, 2025 1:33pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



KEY SHEET

PREPARED BY:
MARK DOWST & ASSOCIATES, INC
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 4 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
400'	LAT	LAT	LHD	02/06/24

FINAL

RECORD PLAT

ARDISIA PARK

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 4

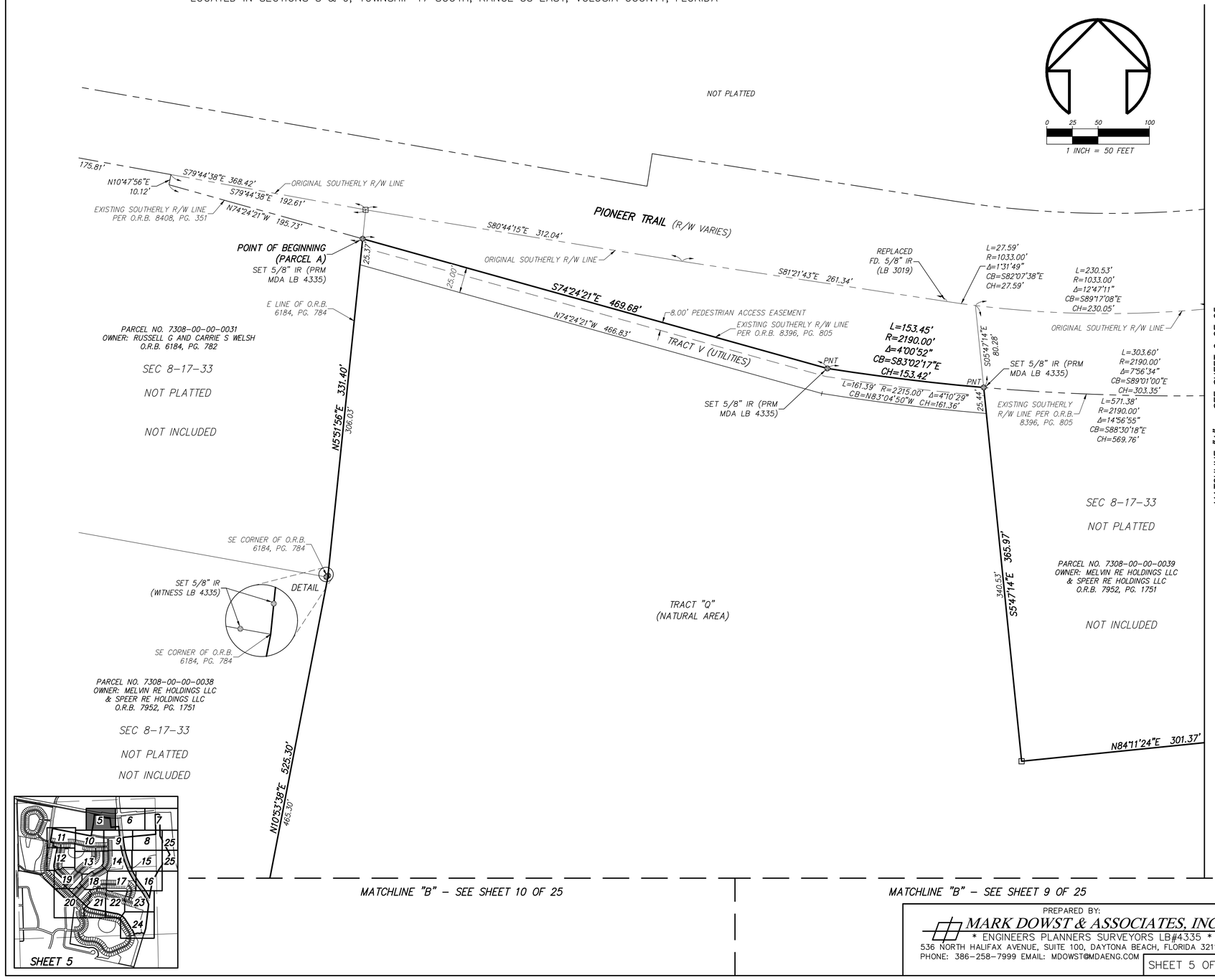
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 54 Jun 11, 2024 1:34pm by: ithb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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SHEET 5 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 5

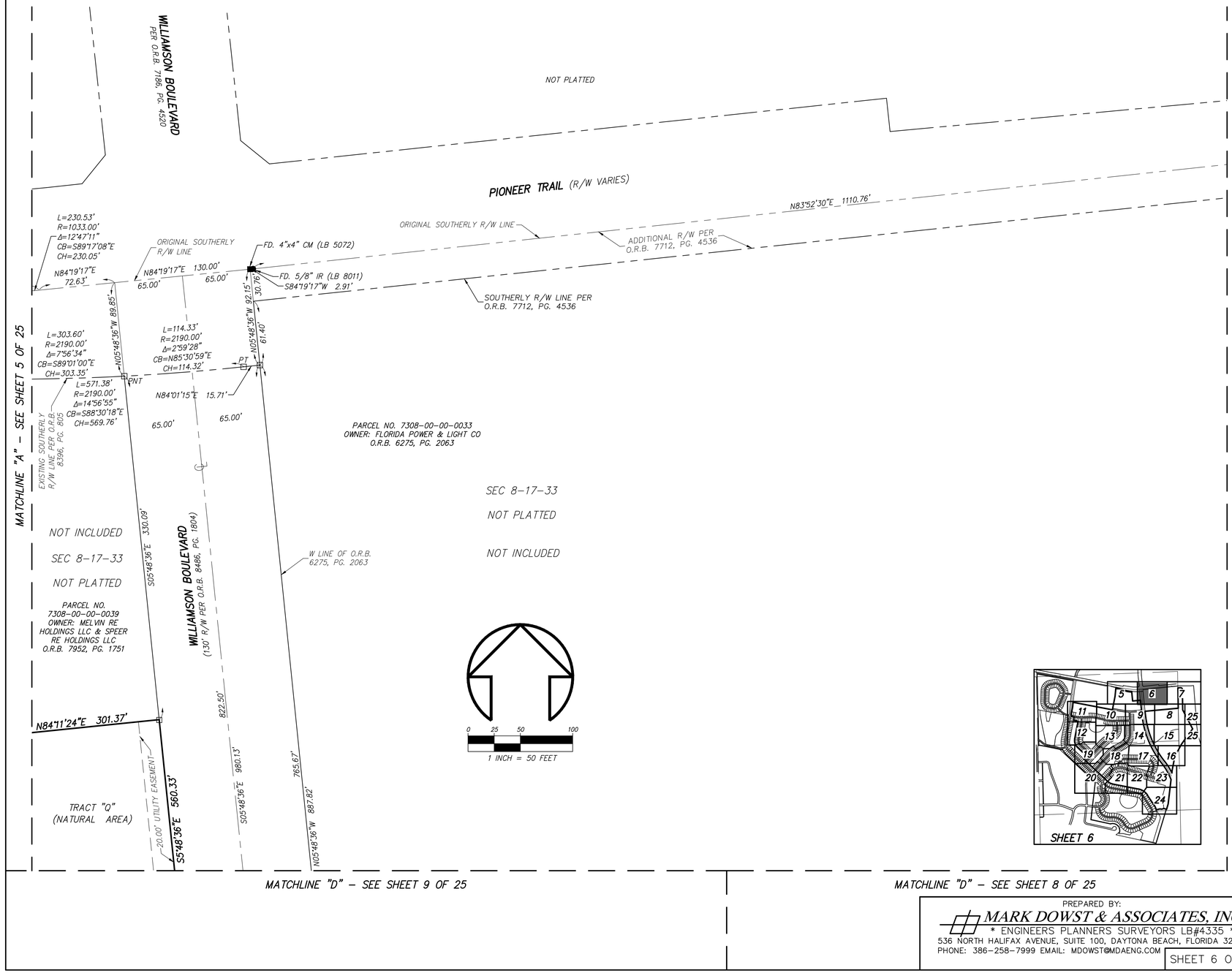
RECORD PLAT

Drawing name: V:\1351\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot SS Jun 11, 2025 1:38pm by: mhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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SHEET 6 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE 02/06/24
50'							DATE

FINAL BY

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 6

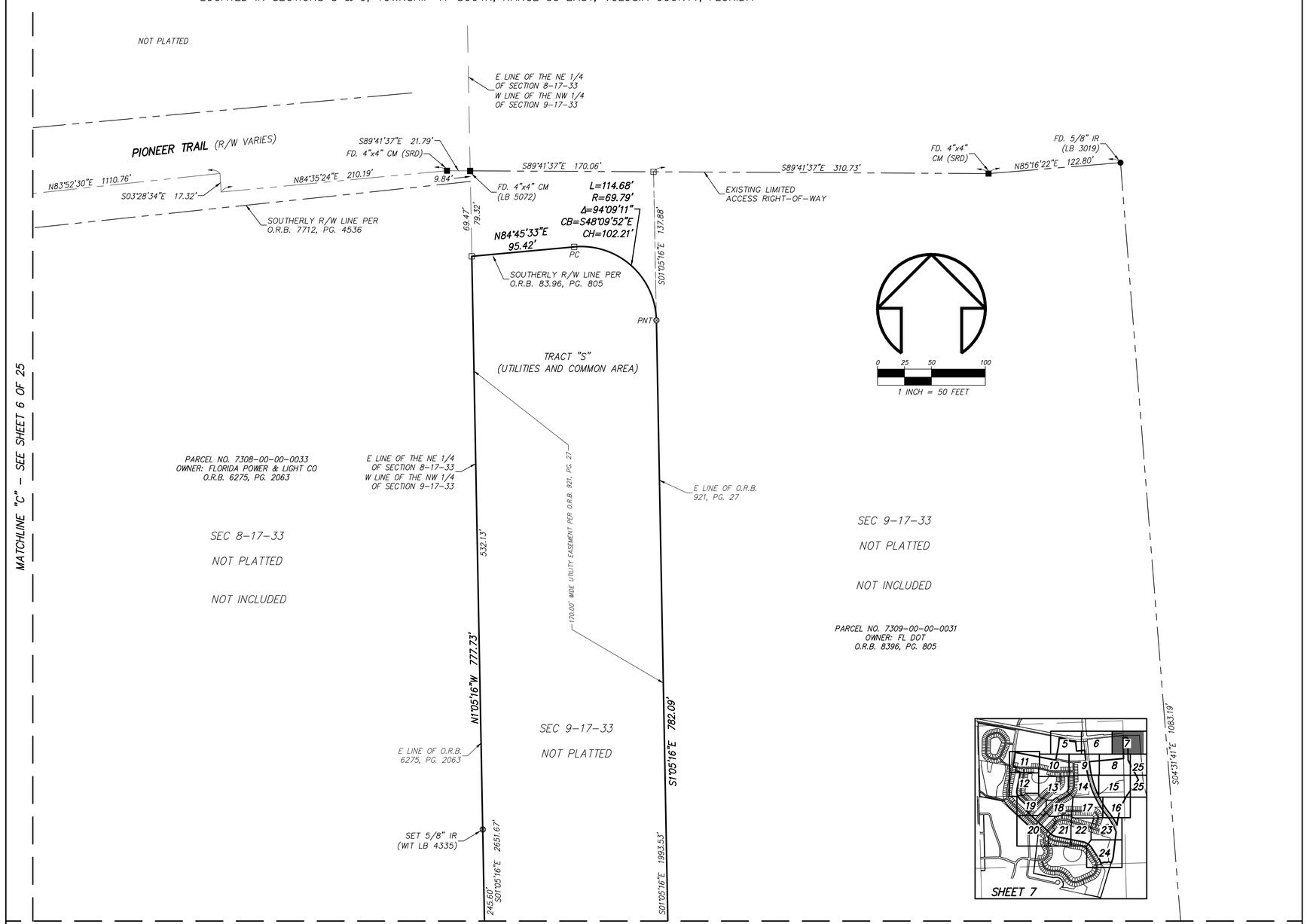
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Sheet Points_Survey\Civil 3D-DWGs\1351_ardisia-ph3-4(4).dwg Plot: 5th Jun 11, 2025 1:35pm by: tmh

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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SHEET 7 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

BY DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 7

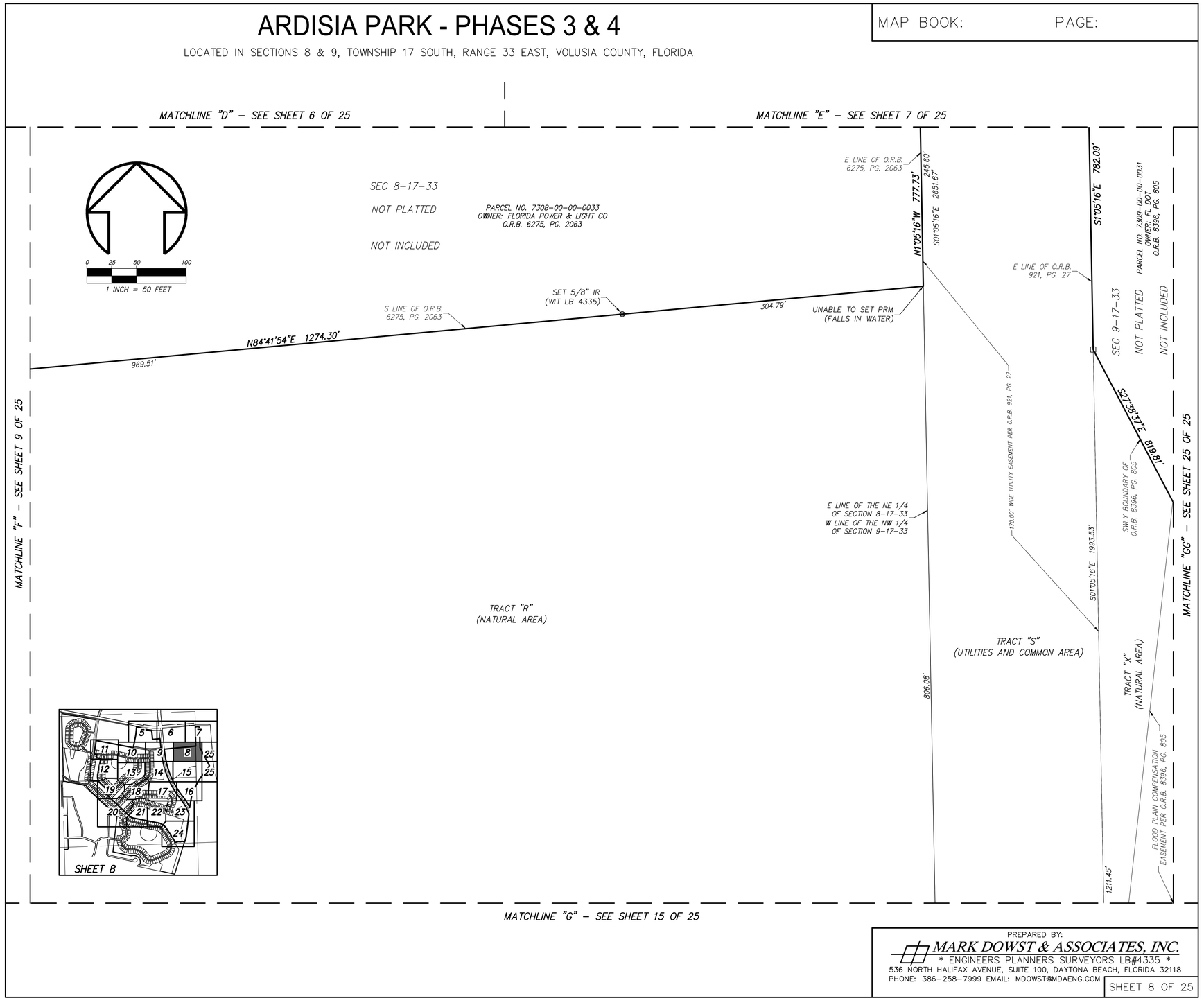
RECORD PLAT

Drawing name: k:\1mdos\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 07 Jun 11, 2025 1:36pm by: tlhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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SHEET 8 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
								BY	DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 8

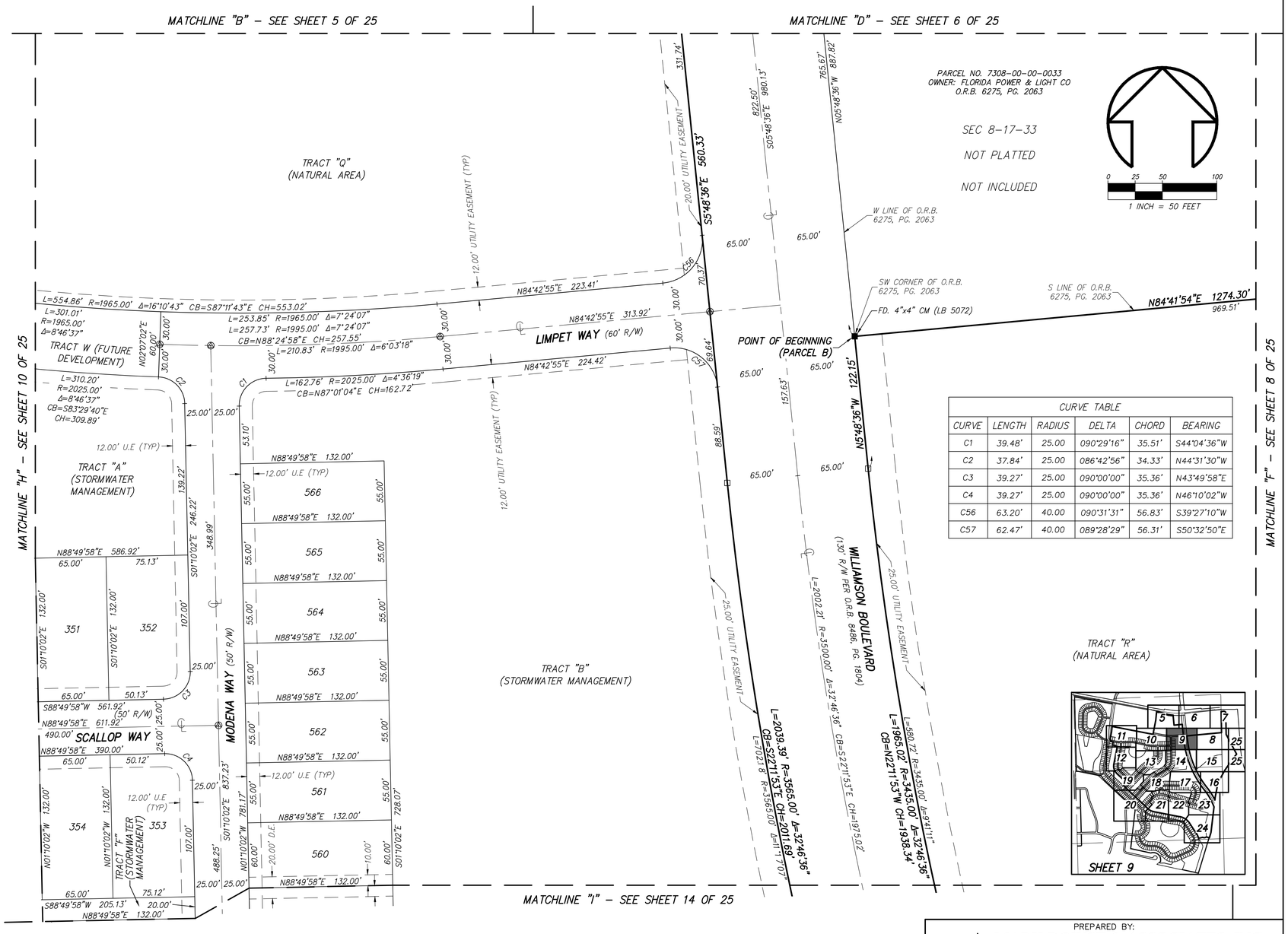
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Sheet Points_Survey\Civil 3D-DWGs\1351_layout-ph3_4-(4).dwg Plot: 58 Jun 24, 2025 11:52am by: lhib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.48'	25.00	090°29'16"	35.51'	S44°04'36"W
C2	37.84'	25.00	086°42'56"	34.33'	N44°31'30"W
C3	39.27'	25.00	090°00'00"	35.36'	N43°49'58"E
C4	39.27'	25.00	090°00'00"	35.36'	N46°10'02"W
C56	63.20'	40.00	090°31'31"	56.83'	S39°27'10"W
C57	62.47'	40.00	089°28'29"	56.31'	S50°32'50"E

PREPARED BY:
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SHEET 9 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD
FINAL			

DATE 02/06/24 BY DATE

RECORD PLAT
ARDISIA PARK PHASE 3-4
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351
9
RECORD PLAT

Drawing name: V:\2025\1351 - Marvin Property-Shell Points_Survey\Civil 3D-CIM\01\351_surplat-ph3-4(4).dwg Plot By: Jun 11, 2025 1:36pm by: mbb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "B" – SEE SHEET 5 OF 24

SEC 8–17–33

NOT PLATTED

PARCEL NO. 7308–00–00–0038
OWNER: MELVIN RE HOLDINGS LLC
& SPEER RE HOLDINGS LLC
O.R.B. 7952, PG. 1751

0 25 50 100
1 INCH = 50 FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	39.27'	25.00	090°00'00"	35.36'	S43°49'58"W
C6	39.27'	25.00	090°00'00"	35.36'	N46°10'02"W
C7	240.09'	1025.00	013°25'14"	239.54'	S84°27'25"E
C8	234.23'	1000.00	013°25'14"	233.70'	S84°27'25"E
C9	228.38'	975.00	013°25'14"	227.86'	S84°27'25"E
C10	39.27'	25.00	090°00'00"	35.36'	S57°15'12"W
C11	39.27'	25.00	090°00'00"	35.36'	N32°44'48"W

S79°06'22"E 1530.02'

765.01'

N10°53'38"E 525.30'

465.30'

TRACT "Q"
(NATURAL AREA)

12.00' UTILITY EASEMENT (TYP)

S79°06'22"E 306.45'

L=554.86' R=1965.00' Δ=16°10'43"
CB=S87°11'43"E CH=553.02'

L=301.01'
R=1965.00'
Δ=8°46'37"

TRACT W (FUTURE DEVELOPMENT)

S79°06'22"E 306.45'

L=310.20' R=2025.00' Δ=8°46'37"
CB=S83°29'40"E CH=309.89'

SHEET 10

MATCHLINE "J" – SEE SHEET 11 OF 25

MATCHLINE "H" – SEE SHEET 9 OF 25

L=275.28'
R=1157.00'
Δ=13°37'56"
CB=N84°33'46"W
CH=274.64'

TRACT "A"
(STORMWATER MANAGEMENT)

S11°46'47"W 132.00'

56.34'

L=9.56'
R=1157.00'
Δ=0°28'25"

65.00'

S77°44'48"E 456.28'

L=8.47'
R=1025.00'
Δ=0°28'25"

334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350

S12°15'12"W 132.00'

12.00' U.E (TYP)

L=197.46' R=843.00' Δ=13°25'14"
CB=S84°27'25"E CH=197.01'

L=53.49'
R=843.00'
Δ=3°38'09"

L=63.14'
R=843.00'
Δ=4°17'30"

L=61.87'
R=975.00'
Δ=3°38'09"

L=73.03'
R=975.00'
Δ=4°17'30"

L=20.45'
R=975.00'
Δ=1°12'06"

L=17.68'
R=843.00'
Δ=1°12'06"

S08°37'03"W 132.00'

S04°19'33"W 132.00'

S00°02'04"W 132.00'

S01°10'02"E 132.00'

N88°49'58"E 586.92'

10.00'

20.00' D.E.

25.00'

N77°44'48"W 456.28'

S77°44'48"E 456.28'

333.39'

SCALLOP WAY (50' R/W)

C9

C8

C7

C6

C5

S88°49'58"W 561.92'

N88°49'58"E 611.92'

490.00'

121.92'

N88°49'58"E 71.92'

N88°49'58"E 390.00'

TRACT "U"
(AMENITY AND COMMON AREA)

365 364 363 362 361 360 359 358 357 356 355

N12°15'12"E 132.00'

N11°51'50"E 131.99'

N08°18'29"E 132.00'

N04°45'07"E 132.00'

N01°11'46"E 132.00'

N01°10'02"W 132.00'

L=6.97'
R=1024.99'
Δ=0°23'22"

L=7.86'
R=1157.00'
Δ=0°23'22"

L=71.81'
R=1157.00'
Δ=3°33'21"

L=42.28'
R=1025.00'
Δ=2°21'49"

L=47.73'
R=1157.00'
Δ=2°21'49"

21.80'

50.13'

75.13'

ABALONE WAY (50' R/W)

S01°10'02"E 316.95'

N01°10'02"W 266.95'

107.00'

12.00' U.E (TYP)

L=364.10'
R=350.00'
Δ=59°36'13"
CB=N35°20'22"E
CH=347.90'

65.00'

N77°44'48"W 77.61'

57.88'

45.27'

N77°44'48"W

L=271.01'

R=1157.00'

CB=S84°27'25"E CH=270.39'

S88°49'58"W 96.92'

N88°49'58"E 132.00'

20.00'

25.00'

TRACT "L"
(STORMWATER MANAGEMENT AND COMMON AREA)

TRACT "F"
(STORMWATER MANAGEMENT)

S88°49'57"W 205.13'

S88°49'58"W 205.13'

MATCHLINE "J" – SEE SHEET 12 OF 25

MATCHLINE "K" – SEE SHEET 13 OF 25

PREPARED BY:
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SHEET 10 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

10

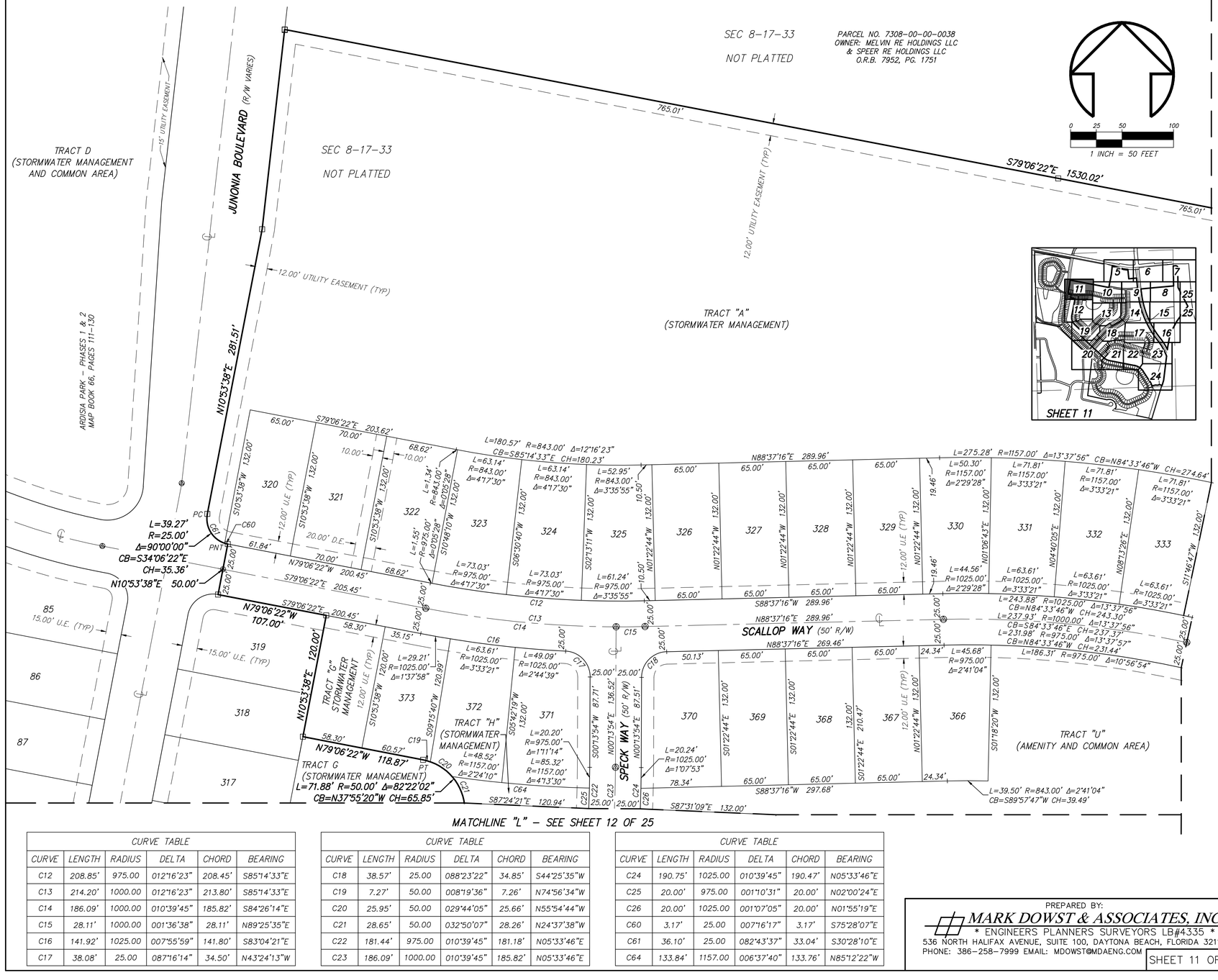
RECORD PLAT

Drawing name: V:\1JMDS\1351 – Melvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot: 510 Jun 11, 2024 1:37pm by: tlhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C12	208.85'	975.00	012°16'23"	208.45'	S85°14'33"E
C13	214.20'	1000.00	012°16'23"	213.80'	S85°14'33"E
C14	186.09'	1000.00	010°39'45"	185.82'	S84°26'14"E
C15	28.11'	1000.00	001°36'38"	28.11'	N89°25'35"E
C16	141.92'	1025.00	007°55'59"	141.80'	S83°04'21"E
C17	38.08'	25.00	087°16'14"	34.50'	N43°24'13"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C18	38.57'	25.00	088°23'22"	34.85'	S44°25'35"W
C19	7.27'	50.00	008°19'36"	7.26'	N74°56'34"W
C20	25.95'	50.00	029°44'05"	25.66'	N55°54'44"W
C21	28.65'	50.00	032°50'07"	28.26'	N24°37'38"W
C22	181.44'	975.00	010°39'45"	181.18'	N05°33'46"E
C23	186.09'	1000.00	010°39'45"	185.82'	N05°33'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C24	190.75'	1025.00	010°39'45"	190.47'	N05°33'46"E
C25	20.00'	975.00	001°10'31"	20.00'	N02°00'24"E
C26	20.00'	1025.00	001°07'05"	20.00'	N01°55'19"E
C60	3.17'	25.00	007°16'17"	3.17'	S75°28'07"E
C61	36.10'	25.00	082°43'37"	33.04'	S30°28'10"E
C64	133.84'	1157.00	006°37'40"	133.76'	N85°12'22"W

PREPARED BY:
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* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 11 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS * PLANNERS * SURVEYORS *
LB EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 11

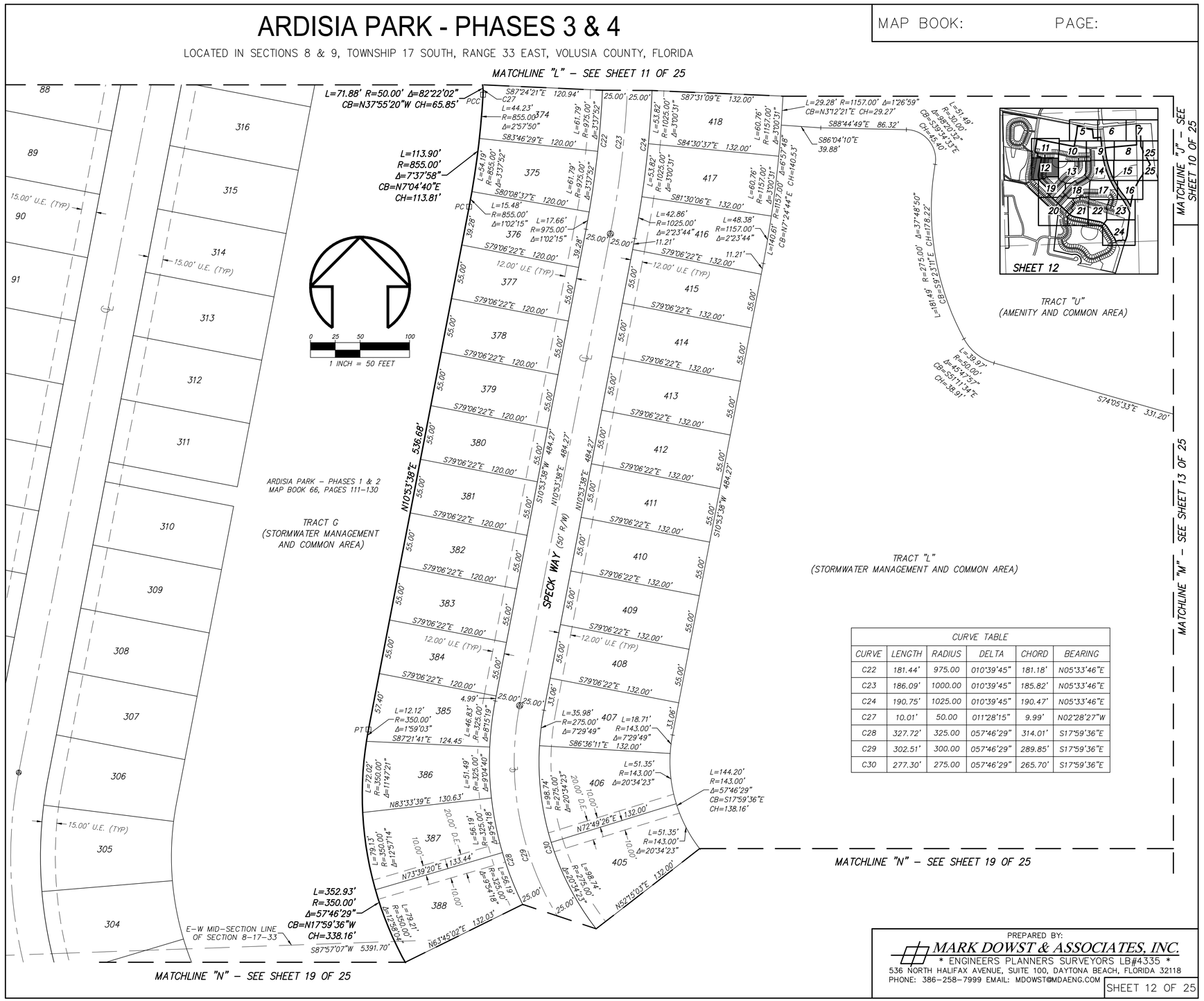
RECORD PLAT

Drawing name: k:\DWGS\1351 - Melvin Property-Sheet Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot Sit Jun 11, 2025 1:53pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C22	181.44'	975.00	010°39'45"	181.18'	N05°33'46"E
C23	186.09'	1000.00	010°39'45"	185.82'	N05°33'46"E
C24	190.75'	1025.00	010°39'45"	190.47'	N05°33'46"E
C27	10.01'	50.00	011°28'15"	9.99'	N02°28'27"W
C28	327.72'	325.00	057°46'29"	314.01'	S17°59'36"E
C29	302.51'	300.00	057°46'29"	289.85'	S17°59'36"E
C30	277.30'	275.00	057°46'29"	265.70'	S17°59'36"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 12 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

BY DATE

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 12

RECORD PLAT

Drawing name: V:\DWGS\1351 – Marvin Property–Shell Points_Survey\Civil 3D–DWGs\1351_surplot–ph3–4(4).dwg Plot: 3:2 Jun 11, 2025 11:38am by: mhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "K" – SEE SHEET 10 OF 25

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C31	40.35'	275.00	008°24'26"	40.32'	N11°36'03"E
C32	9.72'	275.00	002°01'28"	9.72'	N16°49'00"E

0 25 50 100

1 INCH = 50 FEET

TRACT "U"
(AMENITY AND COMMON AREA)

S74°05'33"E 331.20'

L=364.10' R=350.00' Δ=59°36'13" CB=N33°20'22"E CH=347.90'

L=35.58'
R=50.00'
Δ=40°45'58"
CB=N85°31'28"E
CH=34.83'

TRACT "L"
(STORMWATER MANAGEMENT AND COMMON AREA)

TRACT "M"
LIFT STATION

TRACT "F"
(STORMWATER MANAGEMENT)

ABALONE WAY (50' R/W)

E–W MID–SECTION LINE OF SECTION 8–17–33

S87°57'07"W 5391.70'

MATCHLINE "M" – SEE SHEET 12 OF 25

MATCHLINE "P" – SEE SHEET 19 OF 25

MATCHLINE "Q" – SEE SHEET 18 OF 25

MATCHLINE "O" – SEE SHEET 14 OF 25

SHEET 13

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SHEET 13 OF 25

REVISION

NO.	DATE	APPR.

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EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 13

RECORD PLAT

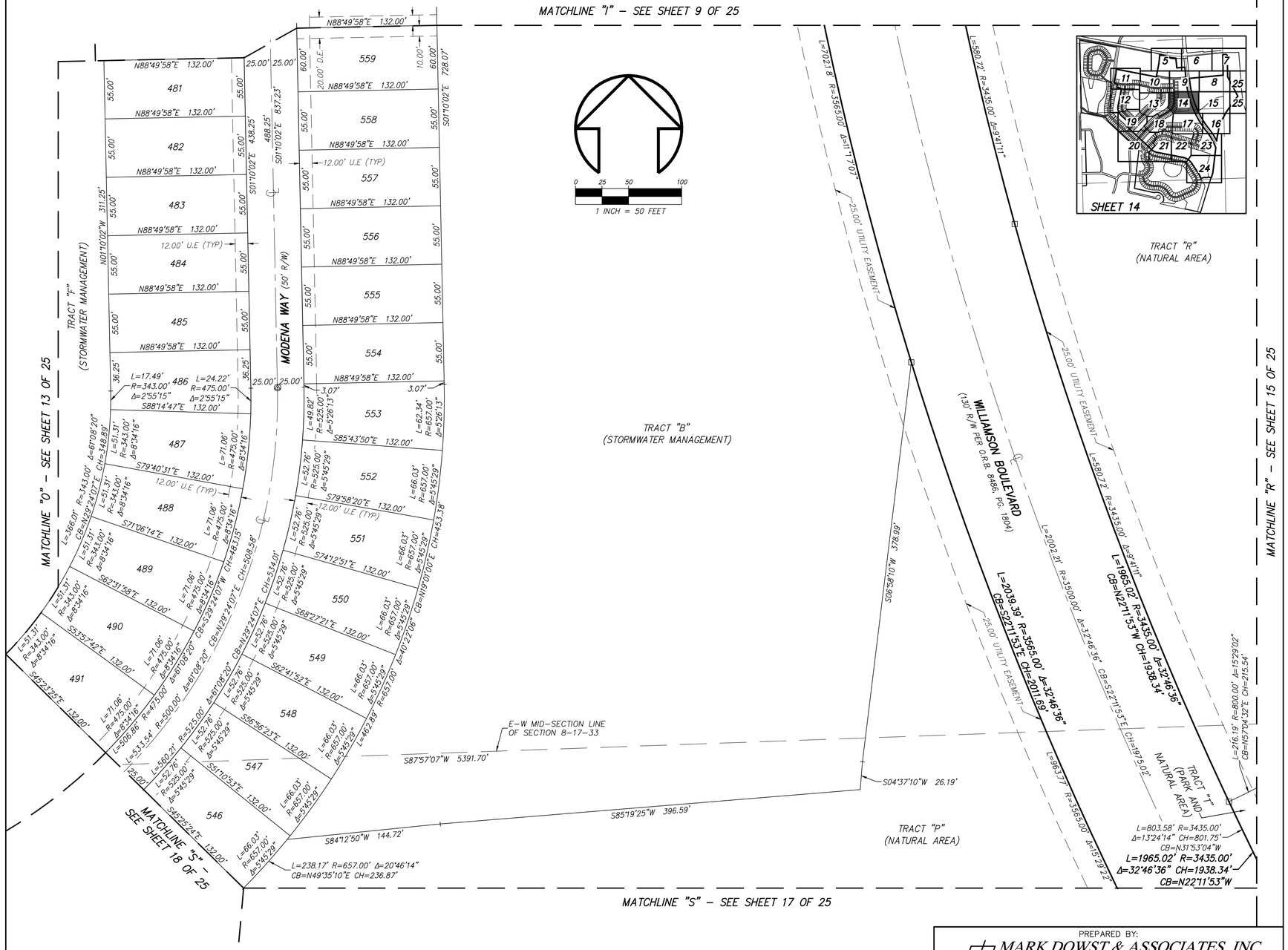
Drawing name: k:\dwgs\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot 513 Jun 11, 2025 11:38am by: tmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "I" – SEE SHEET 9 OF 25



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SHEET 14 OF 25

REVISION

NO.	DATE	APPR.

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EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
								BY	

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 14

RECORD PLAT

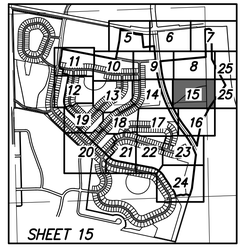
Drawing name: V:\JOBS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_survplat-ph3-4(4).dwg Plot: 514 Jun 11, 2025 1:38pm by: tlhb

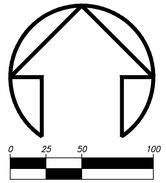
ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "G" – SEE SHEET 8 OF 25





TRACT "R"
(NATURAL AREA)

L=552.62' R=800.00' Δ=39°34'43" CB=N69°07'22"E CH=541.70'

N49°20'01"E 363.74'

TRACT "S"
(UTILITIES AND COMMON AREA)

806.08'
S01°05'16"E 2651.67'

E LINE OF THE NE 1/4
OF SECTION 8-17-33
W LINE OF THE NW 1/4
OF SECTION 9-17-33

S01°05'16"E 1993.53'
1211.45'

E LINE OF O.R.B. 921, PG. 27
FLOOD PLAIN COMPENSATION
EASEMENT PER O.R.B. 8396, PG. 805

TRACT "X"
(NATURAL AREA)

MATCHLINE "R" – SEE SHEET 14 OF 25

MATCHLINE "I" – SEE SHEET 25 OF 25

E LINE OF THE NE 1/4
OF SECTION 8-17-33
W LINE OF THE NW 1/4
OF SECTION 9-17-33

440.40'

170.00' WIDE UTILITY EASEMENT PER O.R.B. 921, PG. 27

TRACT "T"
(PARK AND NATURAL AREA)

E 1/4 CORNER SECTION 8-17-33
(NOTHING FOUND OR SET)

SET 5/8" IR (PRM
MDA LB 4335)

W LINE OF O.R.B.
4634, PG. 2674

S87°57'07"W 5391.70'

L=216.19' R=800.00' Δ=15°29'02"
CB=N57°04'32"E CH=215.54'

L=1965.02' R=3435.00' Δ=32°46'36"
CB=N22°11'53"W CH=1938.34'

L=803.58'
R=3435.00'
Δ=13°24'14"
CB=N31°53'04"W
CH=801.75'

25.00' UTILITY EASEMENT

E LINE OF THE SE 1/4
OF SECTION 8-17-33
W LINE OF THE SW 1/4
OF SECTION 9-17-33

300.82'
S01°05'16"E 2651.17'

S34°53'17"W 137.81'

S34°53'17"W
460.49'

PARCEL NO. 7309-00-00-0141
UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA
O.R.B. 4634, PG. 2674

REPLACED
FD. 5/8" IR
(LB 4475)

180.54'

S28°19'14"W
518.53'

MATCHLINE "T" –
SEE SHEET 17 OF 25

MATCHLINE "T" – SEE SHEET 16 OF 25

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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SHEET 15 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 15

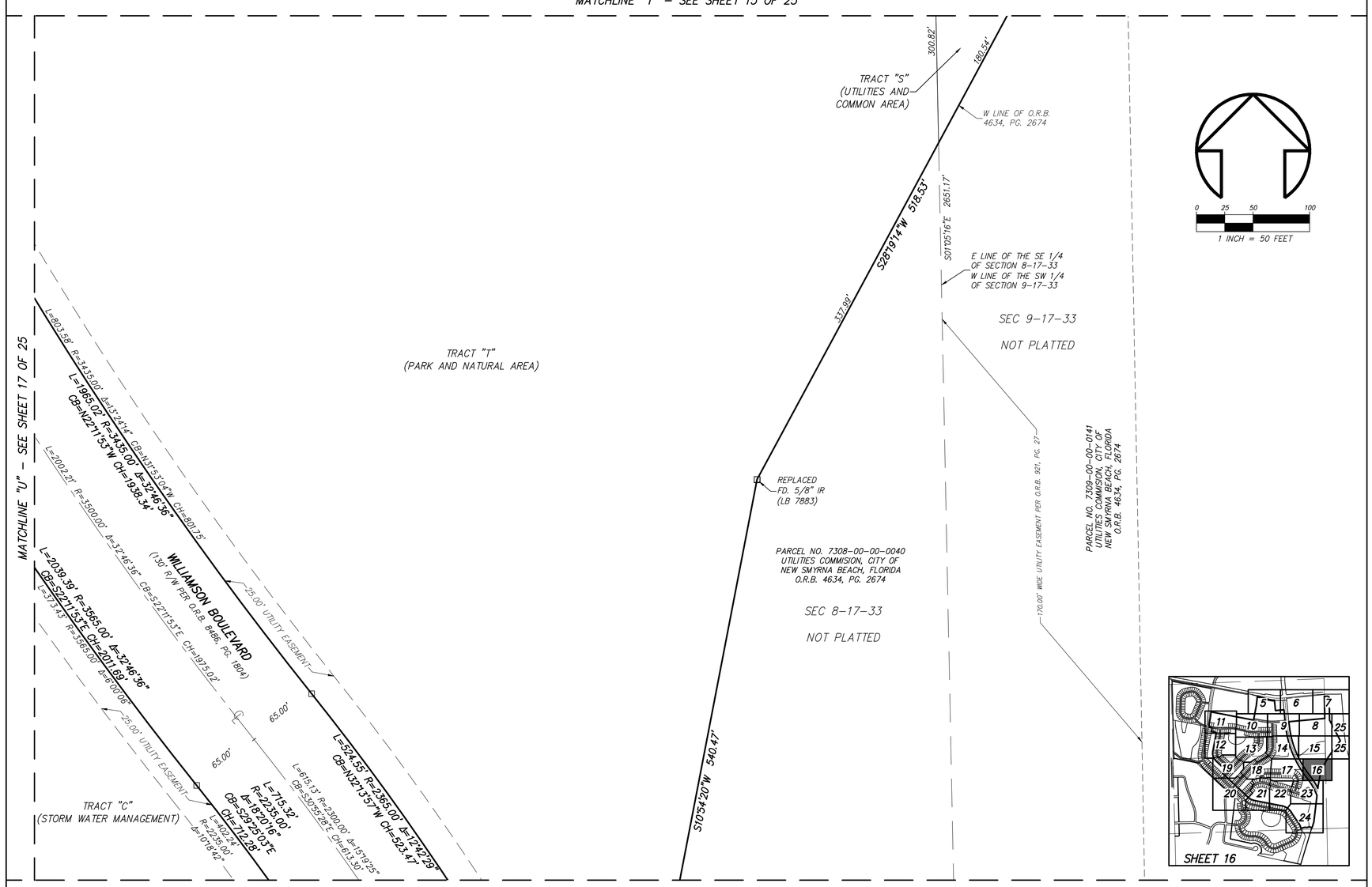
RECORD PLAT

Drawing name: V:\DWGS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot STS Jun 24, 2025 11:32am by: tlhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
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SHEET 16 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 16

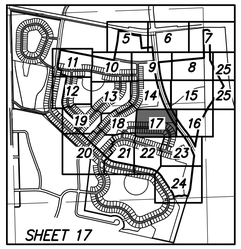
RECORD PLAT

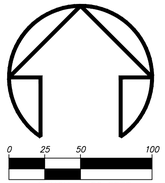
Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 516 Jun 11, 2025 1:48pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:





MATCHLINE "S" – SEE SHEET 14 OF 25

MATCHLINE "T" – SEE SHEET 15 OF 25

MATCHLINE "W" – SEE SHEET 18 OF 25

MATCHLINE "U" – SEE SHEET 16 OF 25

MATCHLINE "DD" – SEE SHEET 21 OF 25

MATCHLINE "X" – SEE SHEET 22 OF 25

MATCHLINE "T" – SEE SHEET 23 OF 25

TRACT "P" (NATURAL AREA)

TRACT "T" (PARK AND NATURAL AREA)

TRACT "C" (STORMWATER MANAGEMENT)

TRACT "D" (STORMWATER MANAGEMENT)

WILLIAMSON BOULEVARD (130' R/W PER O.R.B. 8488, PG. 1804)

25.00' UTILITY EASEMENT

12.00' U.E (TYP)

L=98.77' R=3565.00' Δ=1°57'12"

L=2039.39' R=3565.00' Δ=32°46'36" CB=S22°11'53"E CH=2011.69'

L=2002.21' R=3500.00' Δ=32°46'36" CB=S22°11'53"E CH=1975.02'

L=1965.02' R=3435.00' Δ=32°46'36" CB=N22°11'53"W CH=1938.34'

L=803.58' R=3435.00' Δ=13°24'14" CB=N31°35'04"W CH=801.75'

L=37.43' R=3565.00' Δ=0°36'06"

S89°04'52"E 841.09'

S89°04'52"E 275.29'

N89°04'52"W 841.09'

S72°37'52"E 405.82'

N87°12'55"W 132.00'

N89°04'31"E 132.00'

L=75.59' R=407.00' Δ=10°38'30" CB=N83°45'37"W CH=75.49'

L=89.10' R=407.00' Δ=12°32'36"

L=2.50' R=407.00' Δ=0°21'08"

L=1.69' R=275.00' Δ=0°21'08"

L=60.20' R=275.00' Δ=12°32'36"

L=510.92' R=275.00' Δ=106°27'00" CB=S35°51'22"E CH=440.55'

L=464.48' R=250.00' Δ=106°27'00" CB=S35°51'22"E CH=400.55'

L=109.63' R=225.00' Δ=27°55'00"

L=418.03' R=225.00' Δ=106°27'00" CB=S35°51'22"E CH=360.45'

L=125.56' R=225.00' Δ=31°58'28"

L=45.31' R=93.00' Δ=27°55'00"

L=172.78' R=93.00' Δ=106°27'00" CB=N35°51'22"W CH=148.98'

L=51.90' R=93.00' Δ=31°58'28"

L=380.57' R=407.00' Δ=53°35'48" CB=N30°32'07"W CH=367.04'

L=89.10' R=407.00' Δ=12°32'36"

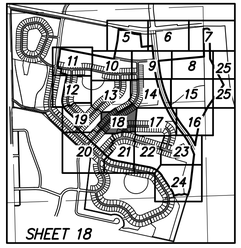
L=60.20' R=275.00' Δ=12°32'36"

| | | |

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



0 25 50 100

1 INCH = 50 FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C33	81.64'	225.00	020°47'20"	81.19'	S32°22'43"W
C34	40.21'	225.00	010°14'25"	40.16'	S47°53'35"W

PREPARED BY:
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SHEET 18 OF 25

REVISION | NO. | DATE | APPR.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT
ARDISIA PARK PHASE 3-4
NEW SMYRNA BEACH, FLORIDA

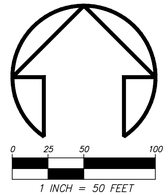
PROJECT NO. 1351 | 18
RECORD PLAT

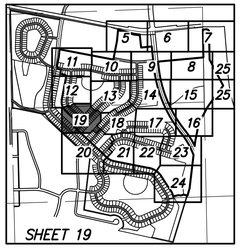
Drawing name: k:\UMGS\1351 – Melvin Property–Sheet Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot: 518 Jun 11, 2025 11:41pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:





MATCHLINE "N" – SEE SHEET 12 OF 25

MATCHLINE "P" – SEE SHEET 13 OF 25

MATCHLINE "Y" – SEE SHEET 18 OF 25

MATCHLINE "BB" – SEE SHEET 20 OF 25

E–W MID–SECTION LINE OF SECTION 8–17–33

S87°57'07"W 5391.70'

TRACT "L" (STORMWATER MANAGEMENT AND COMMON AREA)

SPECK WAY (50' R/W)

N46°52'51"W 457.72'

TRACT G (STORMWATER MANAGEMENT AND COMMON AREA)

ARDISIA PARK – PHASES 1 & 2 MAP BOOK 66, PAGES 111–130

TRACT "I" (STORMWATER MANAGEMENT)

TRACT "J" (STORMWATER MANAGEMENT)

N43°07'09"E 157.49'

JUNONIA BOULEVARD (60' R/W)

TRACT AA (LANDSCAPE BUFFER)

TRACT V (STORMWATER MANAGE

ABALONE WAY (50' R/W)

S46°52'03"E 1087.90'

TRACT "F" (STORMWATER MANAGEMENT)

MODENA WAY (50' R/W)

L=352.93'
R=350.00'
Δ=57°46'29"
CB=N17°59'36"W
CH=338.16'

L=144.20'
R=143.00'
Δ=57°46'29"
CB=S17°59'36"E
CH=138.16'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C28	327.72'	325.00	057°46'29"	314.01'	S17°59'36"E
C29	302.51'	300.00	057°46'29"	289.85'	S17°59'36"E
C30	277.30'	275.00	057°46'29"	265.70'	S17°59'36"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C35	39.27'	25.00	090°00'00"	35.36'	N88°07'09"E
C36	39.27'	25.00	090°00'00"	35.36'	N01°52'51"W

PREPARED BY:
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SHEET 19 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS * PLANNERS * SURVEYORS *
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

BY DATE

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 19

RECORD PLAT

Drawing name: K:\DWGS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_surplat–ph3–4(4).dwg Plot by: lmb Jun 11, 2025 1:41pm

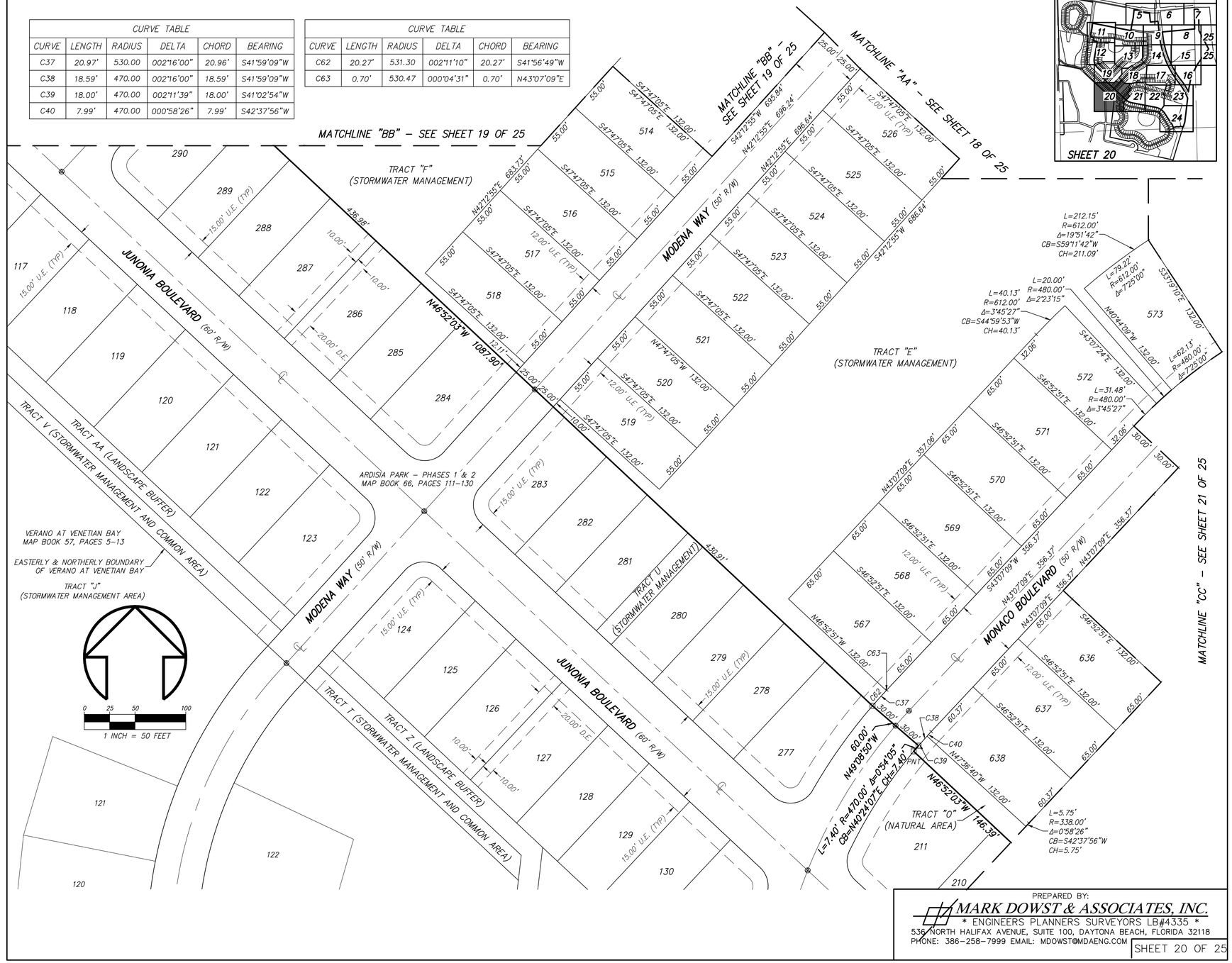
ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C37	20.97'	530.00	002°16'00"	20.96'	S41°59'09"W
C38	18.59'	470.00	002°16'00"	18.59'	S41°59'09"W
C39	18.00'	470.00	002°11'39"	18.00'	S41°02'54"W
C40	7.99'	470.00	000°58'26"	7.99'	S42°37'56"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C62	20.27'	531.30	002°11'10"	20.27'	S41°56'49"W
C63	0.70'	530.47	000°04'31"	0.70'	N43°07'09"E



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 20 OF 25

REVISION | NO. | DATE | APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 20

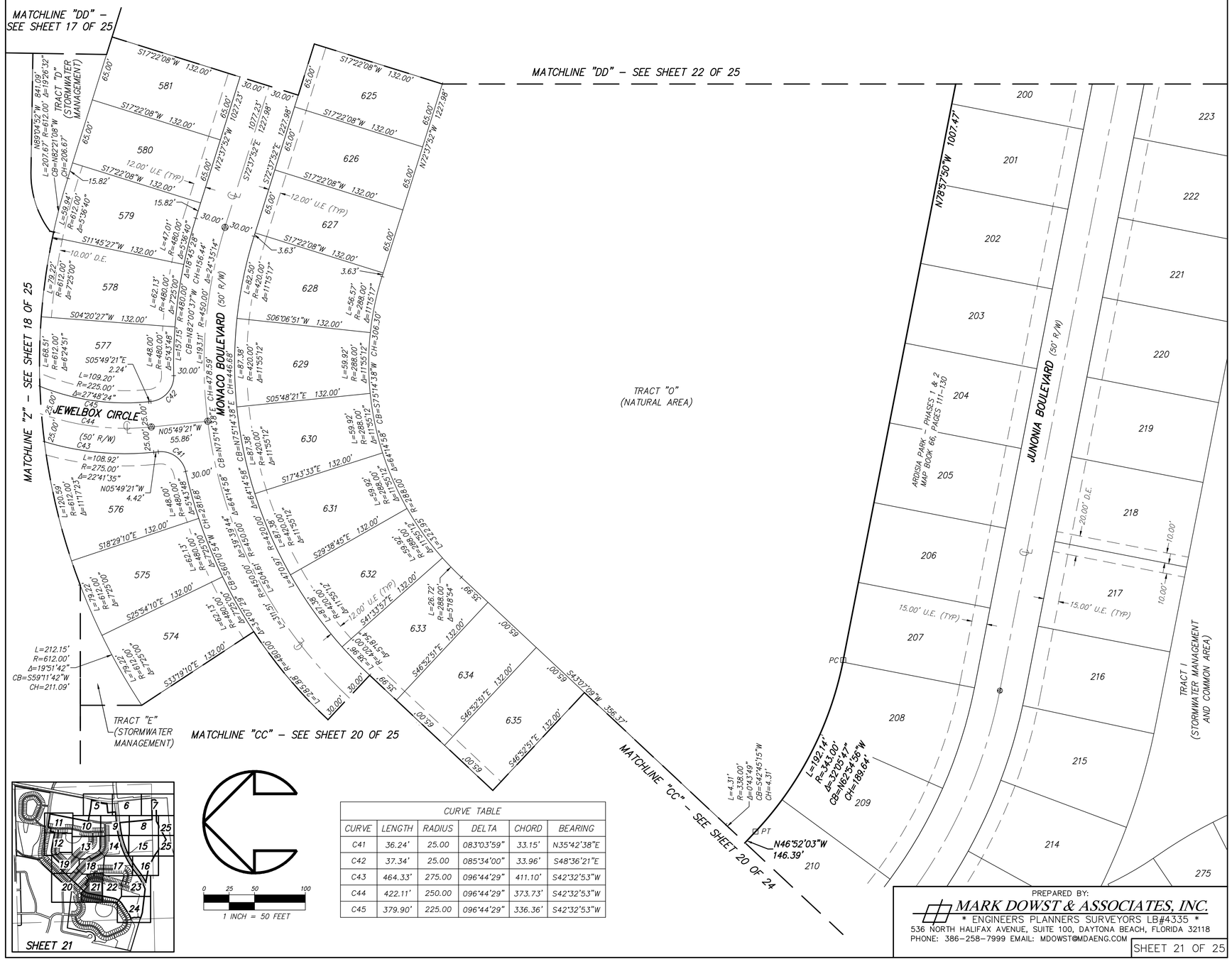
RECORD PLAT

Drawing name: V:\2021\1351 - Marvin Property-Shell Points_Survey\Civil 3D-CIVIL\1351_surplat-ph3-4(4).dwg Plot: 520 Jun 11, 2025 1:45pm by: mhb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



0 25 50 100

1 INCH = 50 FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C41	36.24'	25.00	083°03'59"	33.15'	N35°42'38"E
C42	37.34'	25.00	085°34'00"	33.96'	S48°36'21"E
C43	464.33'	275.00	096°44'29"	411.10'	S42°32'53"W
C44	422.11'	250.00	096°44'29"	373.73'	S42°32'53"W
C45	379.90'	225.00	096°44'29"	336.36'	S42°32'53"W

PREPARED BY:
MARK DOWST & ASSOCIATES, INC
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PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 21 OF 25

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24
FINAL			BY	DATE

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 21

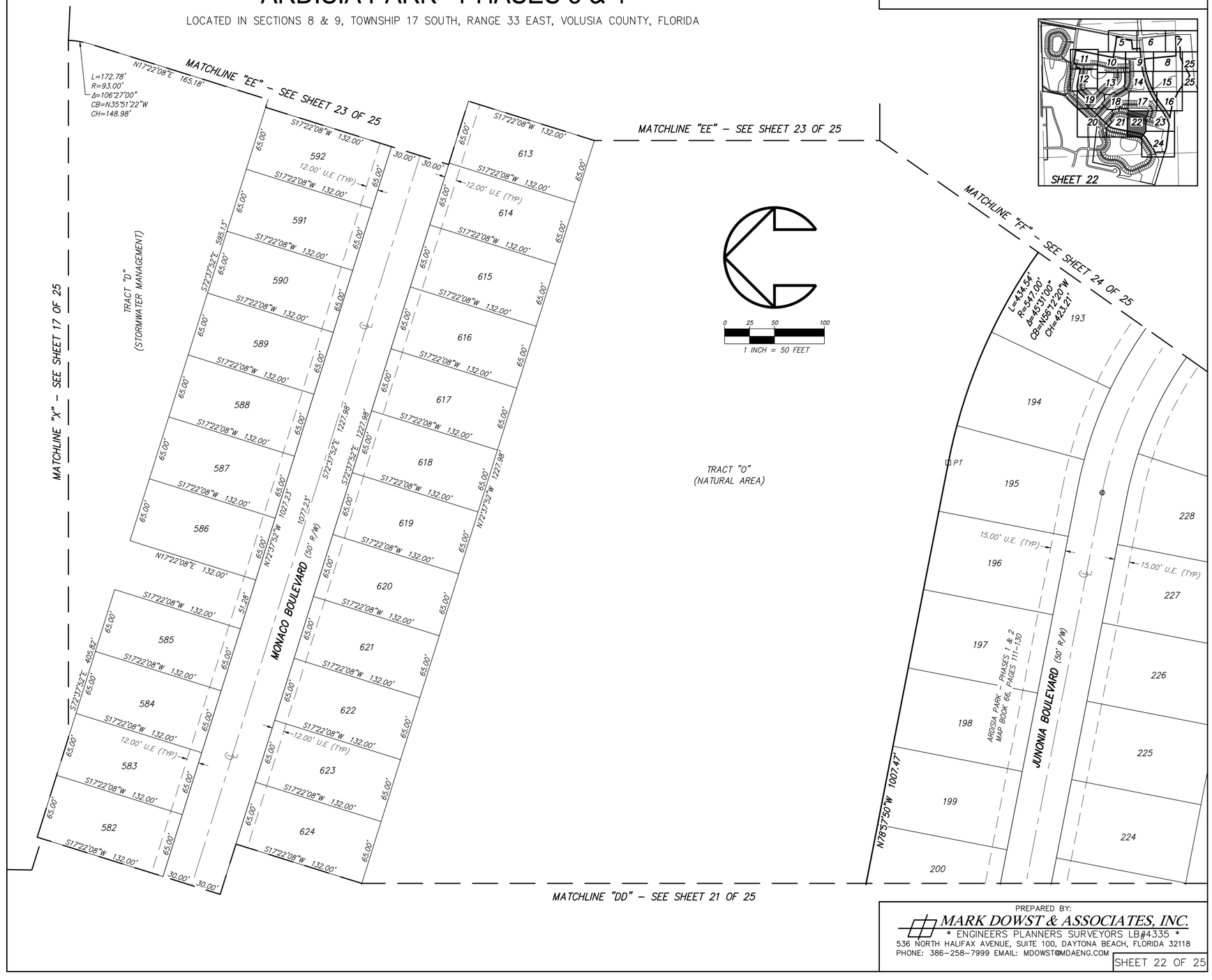
RECORD PLAT

Drawing name: V:\JOBS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_ardisia-ph3-4(4).dwg Plot: 521 Jun 11, 2025 1:42pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
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SHEET 22 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
50'	LAT	LAT	LHD	02/06/24

FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351

22

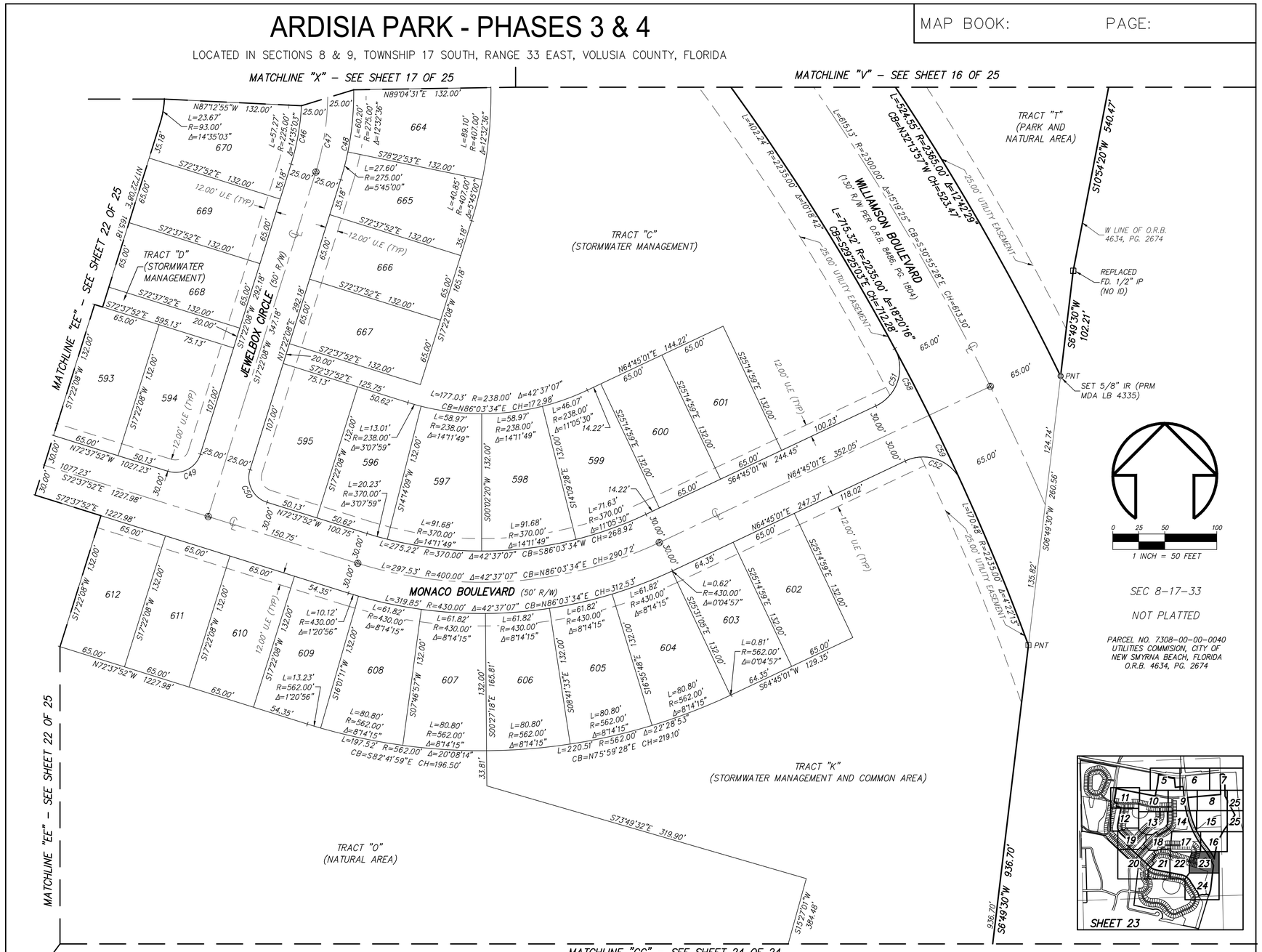
RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_surplat-ph3-4(4).dwg Plot: 522 Jun 11, 2025 1:43pm by: thib

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C46	418.03'	225.00	106°27'00"	360.45'	N35°51'22"W
C47	464.48'	250.00	106°27'00"	400.50'	N35°51'22"W
C48	510.92'	275.00	106°27'00"	440.55'	N35°51'22"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C49	39.27'	25.00	090°00'00"	35.36'	N62°22'08"E
C50	39.27'	25.00	090°00'00"	35.36'	S27°37'52"E
C51	64.94'	40.00	093°01'30"	58.04'	S18°14'16"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C52	63.27'	40.00	090°37'51"	56.88'	S69°56'03"E
C58	72.16'	2235.00	001°51'00"	72.16'	S27°20'59"E
C59	70.44'	2235.00	001°48'21"	70.44'	S25°31'18"E

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
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PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 23 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	50'	DESIGNED	LAT	DRAWN	LAT	CHECKED	LHD	DATE	02/06/24
		FINAL				BY		DATE	

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 | 23

RECORD PLAT

Drawing name: V:\DWGS\1351 - Melvin Property-Shell Pointe_Survey\Civil 3D-DWGs\1351_survplt-ph3-4(4).dwg Plot: 523 Jun 11, 2025 1:43pm by: lmb

ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

MATCHLINE "GG" – SEE SHEET 23 OF 25

MATCHLINE "FF" – SEE SHEET 22 OF 25

L=434.54'
R=541.00'
Δ=45°31'00"
CB=N56°12'20"W
CH=423.21'

192

191

190

189

188

187

186

185

184

183

233

234

235

236

237

PC

PT

15.00' U.E. (TYP)

N33°26'50"W 467.49'

JUNONIA BOULEVARD (50' R/W)

ARDISIA PARK – PHASES 1 & 2
MAP BOOK 66, PAGES 111–130

L=186.52'
R=541.00'
Δ=19°45'12"
CB=N23°30'44"W
CH=185.61'

S76°05'22"W 151.71'

65.56'
N80°47'00"W

S77°30'33"W 39.93'

46.57'
S69°02'29"W

N73°13'39"W
108.46'

TRACT "O"
(NATURAL AREA)

TRACT S
(OPEN SPACE)

S88°04'08"W 5378.05'

S LINE SECTION 8–17–33
N LINE SECTION 17–17–33

TRACT W (LANDSCAPE BUFFER)

TRACT "K"
(STORMWATER MANAGEMENT AND COMMON AREA)

S15°27'01"W 384.48'

S11°42'45"E 199.13'

S02°07'23"W 65.21'

S09°47'09"W 76.43'

S04°30'55"E 170.89'

S16°46'21"W 210.37'

936.70'
S6°49'30"W 936.70'

PARCEL NO. 7308–00–00–0040
UTILITIES COMMISION, CITY OF
NEW SMYRNA BEACH, FLORIDA
O.R.B. 4634, PG. 2674

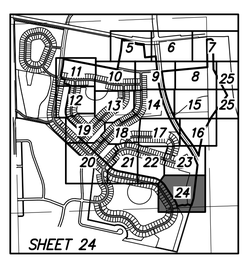
SEC 8–17–33

NOT PLATTED

W LINE OF O.R.B.
4634, PG. 2674

REPLACED
FD. 5/8" IR
(LB 7883)

0 25 50 100
1 INCH = 50 FEET



PREPARED BY:
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SHEET 24 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED
50'	LAT	LAT	LHD

DATE 02/06/24
DATE
BY
FINAL

RECORD PLAT

ARDISIA PARK PHASE 3–4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 24

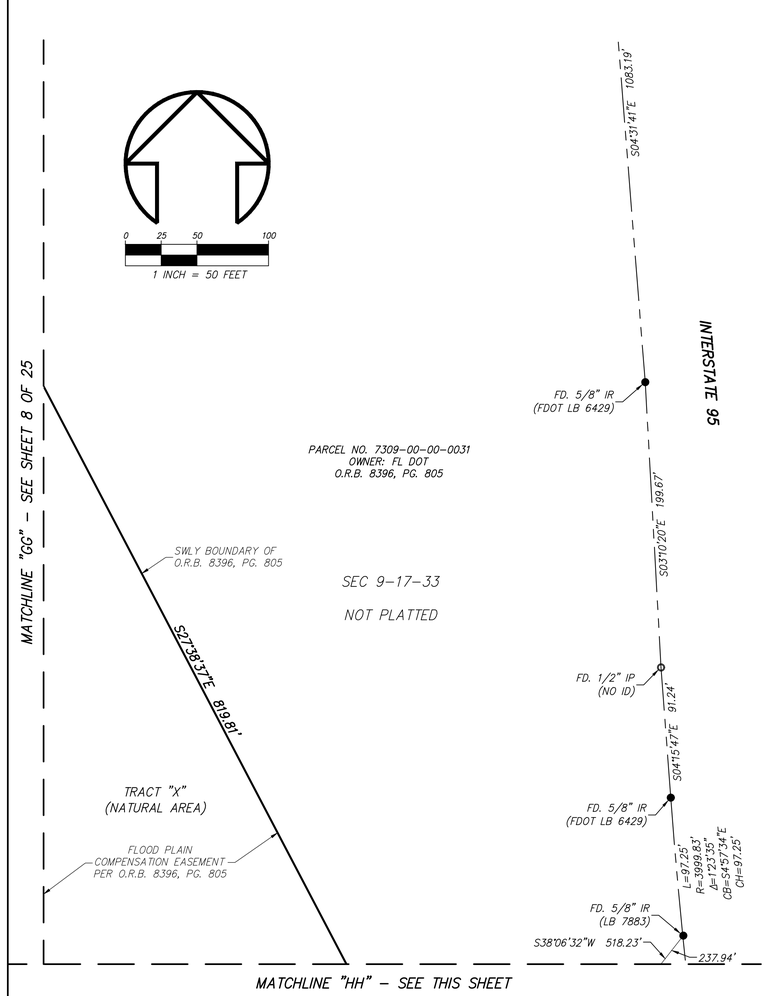
RECORD PLAT

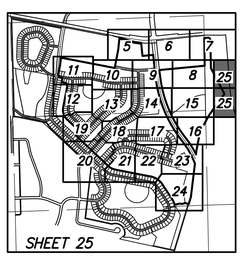
Drawing name: V:\JOBS\1351 – Melvin Property–Shell Pointe_Survey\Civil 3D–DWGs\1351_layout–ph3–4(4).dwg Plot: 524 Jun 11, 2025 1:43pm by: rhb

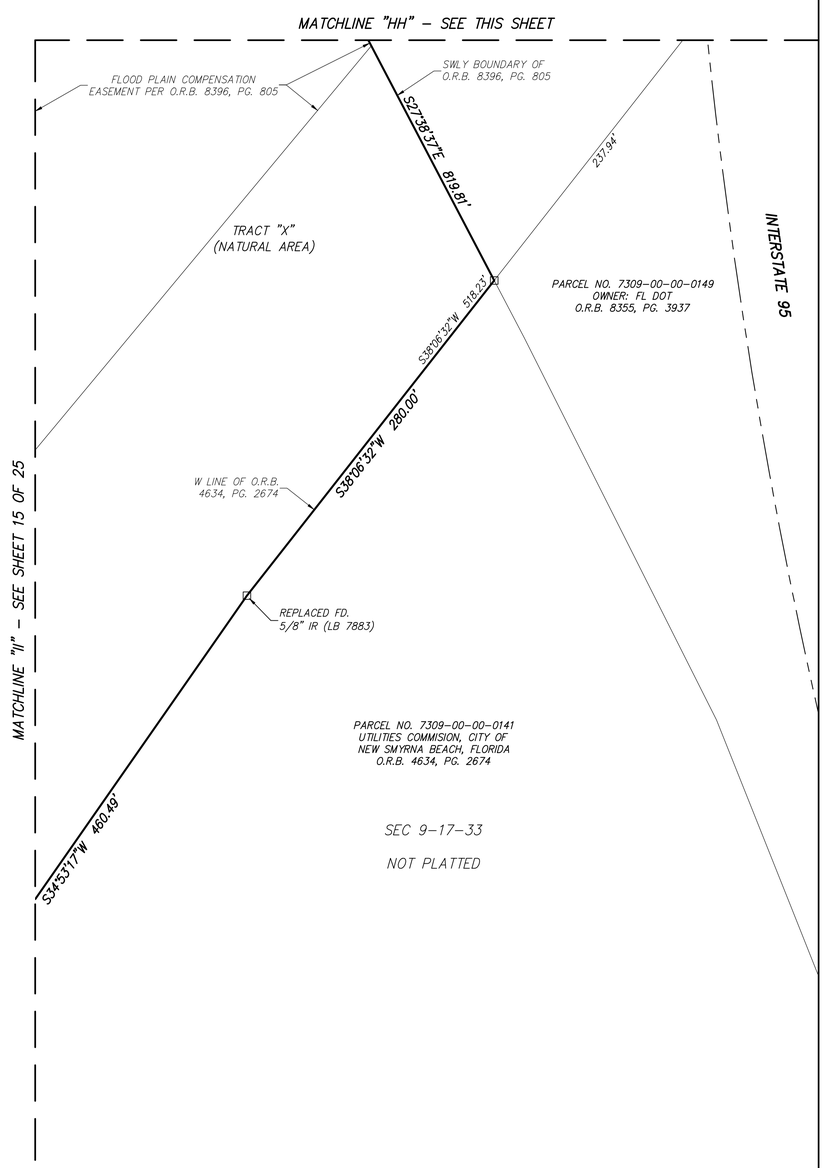
ARDISIA PARK - PHASES 3 & 4

LOCATED IN SECTIONS 8 & 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:







PREPARED BY:
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* ENGINEERS PLANNERS SURVEYORS LB#4335 *
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PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 25 OF 25

REVISION

NO.	DATE	APPR.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

DRAWN	LAT	CHECKED	LHD	DATE 02/06/24
DESIGNED	LAT	BY		DATE

SCALE 50' FINAL

RECORD PLAT

ARDISIA PARK PHASE 3-4

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1351 25

RECORD PLAT

Drawing name: V:\1MDS\1351 - Marvin Property-Shell Points_Survey\Civil 3D-DWGs\1351_surplot-ph3-4(4).dwg Plot SIZE Jun 24, 2025 11:53am by: tlhb

Exhibit “C”

ARDISIA PARK - PHASES 3 AND 4

CITY OF NEW SMYRNA BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER/DEVELOPER:
TAYLOR MORRISON
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751
PHONE NUMBER: (407) 720-8680
CONTACT PERSON: FREDRICK MILLER
e-mail: fmiller@taylormorrison.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRISTOPHER T. ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
MARK DOWST & ASSOCIATES, INC.
536 N. HALIFAX AVENUE, SUITE 100
DAYTONA BEACH, FL 32118
PHONE NUMBER: (386) 258-7999
FAX NUMBER: (386) 257-4310
CONTACT PERSON: MARK DOWST, P.E.
e-mail: markdowst@mdaeng.com

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE RD, SUITE C
SOUTH DAYTONA, FL 32119
PHONE NUMBER: (386) 756-1105
FAX NUMBER: (386) 760-4067
CONTACT PERSON: BRIAN POHL, P.E.
e-mail: bpohl@universalengineering.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, PLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

PHASE 3 & 4 OF THIS PROJECT INCLUDES THE CONSTRUCTION OF 368 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED UTILITY INFRASTRUCTURE AND STORMWATER CONVEYANCE & TREATMENT FACILITIES.

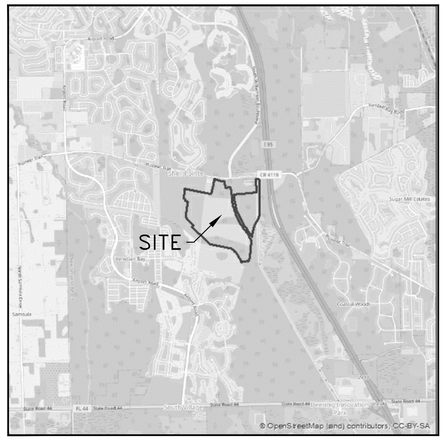
SITE INFORMATION:

SITE ADDRESS:	3350 PIONEER TRAIL, NEW SMYRNA BEACH, FL	
PHASE AREA:	± 270 AC	
TAX PARCEL I.D. #:	7308-00-00-0030 & 0050	
EXISTING ZONING:	PUD	
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE	
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL	
EXISTING FUTURE LAND USE:	SUSTAINABLE COMMUNITY DEVELOPMENT (SCD)	
UNIT/LOT COUNT:	368 LOTS	
UNIT/LOT DENSITY:	1.4 LOTS PER ACRE (PHASE 3 & 4 AREA ONLY)	
SETBACKS:		
FRONT:	17.5 FT (LIVING & PORCHES); 22.5 (GARAGES)	
SIDE:	5 FT (FROM EAVE)	
STREET SIDE:	15 FT	
REAR:	25 FT	
REQUIRED LANDSCAPE BUFFER(S):		
NORTH:	20 FT	
SOUTH:	20 FT	
EAST:	20 FT	
WEST:	20 FT	
MINIMUM LOT SIZE:	6,600 SF	
MINIMUM LOT WIDTH:	55 FT	
MAXIMUM BUILDING HEIGHT	35 FT	
UTILITIES:	PROVIDED BY UTILITIES COMMISSION	

LAND USE TABLE:		
	ACREAGE	PERCENTAGE
PROPOSED IMPROVEMENTS:		
LOT IMPERVIOUS AREA	30.6 AC	11.3%
PAVEMENT & SIDEWALK	12.4 AC	4.6%
POND AREA(S)	51.8 AC	19.2%
LANDSCAPE/GREEN SPACE	175.2 AC	64.9%
TOTAL PERVIOUS	175.2 AC	64.9%
TOTAL IMPERVIOUS	94.8 AC	35.1%

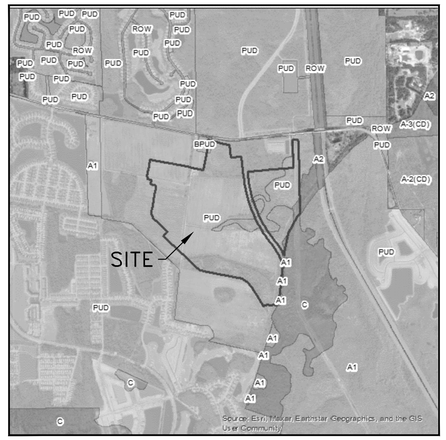
LEGAL DESCRIPTION:

SEE SHEET C4 FOR LEGAL DESCRIPTION.



VICINITY MAP

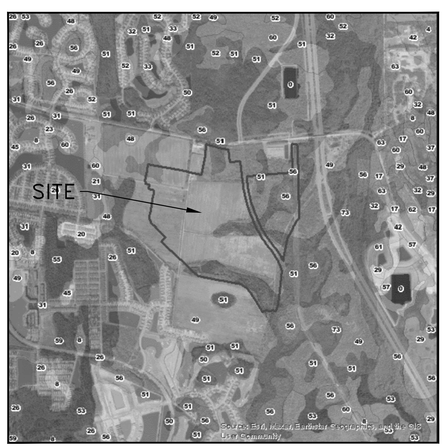
SCALE: 1" = 4000'



ZONING MAP

SCALE: 1" = 2000'

CURRENT ZONING FOR THIS SITE IS: PUD



SOILS MAP

SCALE: 1" = 1000'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
21 EAUGALLIE FINE SAND - DEPRESSIONAL (C/D) , 31 MALABAR FINE SAND (A/D), 48 PLACID FINE SAND - DEPRESSIONAL (A/D), 49 POMONA FINE SAND (A/D), 51 POMONA-ST JOHNS COMPLEX (A/D), 56 SAMSULA MUCK (A/D), 60 SMYRNA FINE SAND (A/D)



FLOOD ZONE MAP

SCALE: 1" = 2000'

THE PROPERTY LIES IN:
FLOOD ZONE "A" PER FEMA MAPS 12127C0517J EFF. 2/19/2014
ESTABLISHED FLOOD ELEVATION = 22.86 FT

SHEET INDEX:

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5-C8	DEMOLITION & EROSION CONTROL PLANS
C9	OVERALL DEVELOPMENT PLAN
C10-C13	GEOMETRY, SIGNAGE & STRIPING PLANS
C14-C17	PAVING, GRADING & DRAINAGE PLANS
C18	STORMWATER STRUCTURE TABLES
C19-C22	UTILITY PLANS
C23-C37	PLAN & PROFILES
C38	CROSS-SECTIONS
C39-C47	CONSTRUCTION DETAILS
LA1-LA23	LANDSCAPE PLAN & DETAILS
EX-1	OPEN SPACE EXHIBIT
EX-2	OFFSITE SIDEWALK EXHIBIT
EX-3	CITY PARK EXHIBIT
C1-C14	OFFSITE WATERMAIN PLANS

PERMIT STATUS:

ST JOHNS RIVER WATER MANAGEMENT DISTRICT:	IN PROCESS
FDEP SEWER PERMIT:	NOT SUBMITTED
VCHD WATER PERMIT:	NOT SUBMITTED
FDEP NPDES:	NOT SUBMITTED
FDEP WETLAND:	NO PERMIT REQUIRED

MANDATORY PRE-CONSTRUCTION MEETING NOTE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
COVER SHEET

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAWN BY: MLR
CHECKED BY: MKW

DRAWING FILE: 01_18169-COV-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 47

MELIA L. RUSSELL, P.E. No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: C=Melia L Russell
Reason: I am the author of this document
Location: On the date and time electronically signed and sealed by Melia L. Russell, P.E. using a Sutd cryptographic algorithm
Date: 2025.07.24 09:38:39-04'00'

R:\18169 - SHELL POINTE COUNTY\FINAL ENGINEERING PLANS\CADD\PHASES 3 & 4\01-18169-COV-PH3-4.DWG - PRINTED: 7/25/2025 2:23 PM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, LATEST EDITIONS.
2. ALL DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
5. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
6. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS–BUILT" SURVEY FURNISHED TO THE ENGINEER.
7. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
8. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY PRIOR TO PERFORMING THE WORK.
9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS–BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS–BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS–BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS–BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS–BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO VOLUSIA COUNTY TRAFFIC OPERATIONS (386–239–6535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
11. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
12. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
13. SURVEY INFORMATION PROVIDED BY MARK DOWST & ASSOCIATES, INC. DATED 01/04/22. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
14. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
15. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
18. ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
19. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
20. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
21. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
22. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
23. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
24. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
25. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
26. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
27. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
28. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
29. ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
30. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
31. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
32. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY.
33. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD.
34. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
35. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.
36. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
37. DURING CONSTRUCTION, AN ALL–WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.

GENERAL NOTES (CONT'D)

38. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
39. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW LIMEROCK BASE UNLESS OTHERWISE NOTED ON PLANS.
40. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
41. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
42. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
43. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
44. GRADES SHOWN ARE FINISHED GRADES.
45. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI–WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
46. ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
47. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
48. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE–TESTING PRIOR TO SCHEDULING A TEST OR WALK–THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
49. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY–TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
50. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
51. SITE DEVELOPMENT SHALL ADHERE TO THE CITY'S CONSTRUCTION MANAGEMENT GUIDELINES AS DEPICTED WITHIN ORDINANCE 60–19 THAT MAY REQUIRE A 6' CHAIN LINK FENCE WITH SINGLE COLOR FABRIC ALONG THE PIONEER TRAIL PERIMETER.
52. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS. FOR RESIDENTIAL SUBDIVISION DESIGN, ZCA SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR, EITHER LOT OR HOME IMPROVEMENTS PROPOSED TO BE CONSTRUCTED (OR ACTUALLY CONSTRUCTED) BY OTHERS AND/OR IMPROVEMENTS CONSTRUCTED AFTER CERTIFICATION OF COMPLETION OF THE SITE INFRASTRUCTURE. LOT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INDIVIDUAL HOME CONSTRUCTION, INDIVIDUAL LOT GRADING, GARAGES, DRIVEWAYS, SIDEWALKS, PATIOS, PORCHES, POOLS, POOL DECKS, SITTING AREAS, RETAINING WALLS, ETC. DESIGNED OR CONSTRUCTED BY THE HOMEBUILDER, HOMEOWNER, HOA, CONTRACTORS OR OTHER DESIGN PROFESSIONALS, NOT EMPLOYED BY ZCA, SHALL NOT BE THE RESPONSIBILITY OF ZCA.

EROSION & SEDIMENT CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAKING AVAILABLE ONSITE, ALL REQUIRED FEDERAL, STATE AND LOCAL PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY POTENTIAL STORM WATER DISCHARGES TO THE CITY'S PERMITTED MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) MUST BE DESIGNATED ON THE FDEP NPDES CONSTRUCTION GENERIC PERMIT AND A COPY OF THE NOTICE OF INTENT PROVIDED TO THE CITY OF NEW SMYRNA STORM WATER COORDINATOR. THE CONTRACTOR SHALL MAINTAIN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL PERMITS REQUIREMENTS.
2. THE CONTRACTOR SHALL AS A MINIMUM, PREPARE AND IMPLEMENT AN EROSION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GUIDELINES.
3. INITIAL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO ANY LAND DISTURBING ACTIVITIES.
4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSIONS AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ONSITE AND TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS. IF A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF A PERMIT, THE PRACTICES MUST BE IN ACCORDANCE WITH THE APPROVED PLAN. IF SPECIFIC SITE CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL OF SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY.
5. CONTRACTORS SHALL MINIMIZE DISTURBANCES OF EXISTING VEGETATION AND DRAINAGE PATTERNS TO MAXIMUM EXTENT PRACTICABLE. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
6. STORM WATER RETENTION, DETENTION, STORAGE AND CONVEYANCE SYSTEMS MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OF PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEASURES MUST BE TAKEN TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION. SILTATION MUST BE REMOVED FROM THE STORM WATER SYSTEM UPON REACHING 50% CAPACITY AND IMMEDIATELY PRIOR TO FINAL GRADING AND PAVING OF THE PROJECT.
7. CITY DEWATERING PERMITS SHALL BE OBTAINED AND APPROVED PRIOR TO ANY DEWATERING INTO THE CITY'S PERMITTED MS4 SYSTEM.

SITE CLEARING AND GRADING NOTES

THE FOLLOWING REPRESENTS MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE ENGINEER RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF EXISTING OR PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER OR DESIGNEE. THE CONTRACTOR SHALL LOCATE THESE AREAS IN THE FIELD AND BARRICADE THEM TO AVOID UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER–STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CLUSTERS OF TREES, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCE WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES IN ACCORDANCE WITH THE CITY'S UTILITY DEPARTMENT STANDARDS.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIAL ON SUBJECT SITE, SILT FENCE SHALL BE INSTALLED:
   a. ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES,
   b. AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS,
   c. ADJACENT TO NATURAL LANDSCAPE BUFFERS,
   d. AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES.
   e. AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE–SPECIFIC CLEARING PERMIT AND THROUGHOUT PROJECT CONSTRUCTION.
6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THE APPROVED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD AND WATERING, AS REQUIRED.
9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND OR/ SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED, INCLUDING WATERING AND TRIMMING BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.
11. ALL BURNING OF CLEARED MATERIALS MUST BE APPROVED AND PERMITTED THROUGH THE FL FOREST SERVICE, BUNNELL OFFICE.
12. ABSOLUTELY NO BURYING OF CLEARED & GRUBBED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED. TEMPORARY STOCKPILE SLOPES SHALL NOT EXCEED 4:1 (H:V).
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER MODIFIED AASHTO T–180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THESE LOTS AT 300' INTERVALS. THESE TESTS ARE TO BE PERFORMED IN 1' VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE 1' TESTS.
17. IF ANY MUCK OR ANY UNSUITABLE MATERIAL IS DISCOVERED, IT SHALL BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T–180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF FIVE DAYS SHALL BE COVERED OR WATERED TO MINIMIZE THE ADVERSE IMPACT ON ADJACENT PROPERTY OWNERS AT NO ADDITIONAL COST TO THE CITY OR OWNER. SEED AND MULCH IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORMWATER CONSTRUCTION NOTES

1. ALL MATERIALS, INSTALLATION AND SEDIMENT AND EROSION CONTROL FOR SUBDIVISIONS AND SITE PLANS SHALL CONFORM TO CITY STANDARDS, FDEP STANDARDS, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND FDOT DESIGN STANDARDS (LATEST EDITION).
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. CONTRACTOR SHALL FOLLOW REQUIRED EROSION AND SEDIMENT CONTROL PRACTICES AND INCLUDE AN EROSION CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY PRIOR TO CONSTRUCTION. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE CITY'S EROSION AND SEDIMENT CONTROL NOTES DETAIL.
4. CONTRACTOR SHALL FOLLOW AND IMPLEMENT THE CITY'S REQUIRED BEST MANAGEMENT PRACTICES. ALL CONSTRUCTION, RENOVATION, AND DEMOLITION SITES ARE TO BE KEPT CLEAN AND FREE OF REFUSE, DEBRIS, AND LITTER DURING THE CONSTRUCTION, RENOVATION, OR DEMOLITION PROCESS. A CERTIFICATE OF OCCUPANCY FOR A NEWLY CONSTRUCTED OR RENOVATED BUILDING SHALL NOT BE ISSUED UNTIL ALL REFUSE AND LITTER CAUSED BY THE CONSTRUCTION O

SANITARY SEWER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

1. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTS SHALL BE COMPLETED A MINIMUM FREQUENCY OF ONE SET OF TESTS EACH 300 FOOT LENGTH OF PIPING AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR. INSPECTOR.
2. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER.
3. THE CITY OF NEW SMYRNA RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES AND TO AIR TEST SEWER MAINS.
4. ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING A FULL–DIAMETER FLUSH OF THE MAINS FOR PRESSURE TESTING.
5. SANITARY SEWER FORCE MAINS SHALL BE PRESSURE TESTED TO 100 PSI FOR 2 HOURS WITH ALLOWABLE LEAKAGE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE * –GPH

AVERAGE TEST PRESSURE	NOMINAL PIPE DIAMETER – INCHES																		AVERAGE TEST PRESSURE
(PSI)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	64	(PSI)
450	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	10.19	450
400	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	9.61	400
350	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	8.99	350
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	8.32	300
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	7.97	275
250	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	7.60	250
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	7.21	225
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	6.80	200
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	6.36	175
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	5.88	150
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	5.37	125
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	4.80	100

** IF THE PIPELINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.*

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

WHERE:
L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
S = LENGTH OF PIPE TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

POTABLE WATER CONSTRUCTION & DESIGN NOTES

1. THE UTILITIES COMMISSION SHALL BE GIVEN A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. ALL WORK PERFORMED ON POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
4. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH, AND THAT AS–BUILT DRAWINGS MEETING THE CITY'S REQUIREMENTS ARE PROVIDED TO THE CITY AND ACCEPTED PRIOR TO ANY USE OF THE SYSTEM.
5. THE WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE (WATER) FLOW CODE.
6. EACH WATER SERVICE TERMINATION SHALL BE MARKED WITH 2" X 4" PRESSURE TREATED LUMBER EXTENDING 4' ABOVE GRADE DIRECTLY IN FRONT OF THE METER BOX WITH 2" OF ENDGRAIN POLY–TUBE OR APPROVED EQUAL COILED AND CAPPED WITH AN ELSTER HYDROSERT CAP INSIDE EACH METER BOX.
7. ALL WATER SERVICES SHALL BE MARKED WITH A "/\" SAW CUT INTO THE CURB.
8. ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB.
9. ALL TAPPING OF MAINS (12" OR SMALLER) SHALL BE PERFORMED BY CITY PERSONNEL. SCHEDULING OF THESE CONNECTIONS REQUIRES A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE AND SHALL BE COORDINATED WITH THE CITY INSPECTOR.
10. THE PLANS SHALL INCLUDE RIGHT OF WAY LINES AND STATIONING AND OFFSETS FROM THE CENTER LINE OF CONSTRUCTION.
11. DEWATERING ACTIVITIES SHALL KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE WATER MAIN BEING INSTALLED.
12. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM UNYIELDING FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
13. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T–180 MODIFIED PROCTOR TEST.
14. WHERE POTABLE WATER AND SANITARY SEWER MAINS CROSS WITH LESS THAN TWELVE (12) INCHES OF VERTICAL CLEARANCE OR WHERE THE SEWER MAIN IS ABOVE THE WATER MAIN, MEDIATION MUST BE REVIEWED AND APPROVED BY FDEP.
15. WATER MAINS SHALL BE CONSTRUCTED A MINIMUM OF 4 FEET BEHIND THE BACK OF CURB OR THE EDGE OF ROADWAY PAVEMENT, WHICHEVER IS GREATER, AS MEASURED FROM OUTSIDE WALL OF THE WATER MAIN.
16. 3 INCH METALIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES TO 24 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY THE MANUFACTURER FOR ALL WATER LINES. BLUE TRACER WIRE SHALL BE ATTACHED TO ALL PIPES. WIRE RUNS SHALL BE CONNECTED WITH SILICONE FILLED WIRE CONNECTORS. SERVICES SHALL BE CONNECTED TO THE MAIN WIRE WITH SILICONE FILLED WIRE CONNECTORS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE AND TEST FOR CONTINUITY (SEE CITY SPECIFICATION #15049 TRACER WIRE AND ALARMING TAPE). TRACER WIRE SHALL BE TESTED FOR CONTINUITY UNDER THE SUPERVISION OF A CITY REPRESENTATIVE AFTER INSTALLATION. IF A METER BOX IS NOT WITHIN 200 FEET OF A VALVE AND VALVE BOX AN ADDITIONAL VALVE BOX FOR TRACER WIRE IS REQUIRED.
17. SINGLE RESIDENTIAL WATER SERVICES SHALL BE A MINIMUM 1–INCH ENDOT, ENDOTRACE OR APPROVED EQUAL POLY–TUBE (MEETING THE SPECIFICATIONS OF NSF–14, AND AWWA C901.)
18. ALL WATER MAINS SHALL BE NSF–APPROVED FOR POTABLE WATER USE AND HAVE A MINIMUM COVER OF 36–INCHES.
19. WATER MAINS LESS THAN 18" MAY USE POLYVINYL CHLORIDE (PVC) C900, OR C905, SHALL MEET AWWA REQUIREMENTS AND HAVE A MINIMUM DIMENSION RATIO (DR–18) PRESSURE CLASS 150. WATER MAINS 18" AND LARGER SHALL BE DUCTILE IRON PIPE (D.I.P.), CLASS 350, CEMENT LINED. ALL NON–DUCTILE IRON PIPE HORIZONTAL DIRECTIONAL DRILL WATER MAINS SHALL HAVE A MINIMUM WORKING PRESSURE 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING BASED ON SITE CONDITIONS. INSIDE DIAMETER OF NON D.I.P. HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
20. DIRECTIONAL DRILLS SHALL HAVE FUSED MJ ADAPTERS.
21. ALL POTABLE WATER MAINS SHALL USE THRUST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT EBAA.COM
22. ALL FITTINGS, VALVES, ETC. SHALL BE DUCTILE IRON (MJ OR FLANGED) AND SHALL BE RESTRAINED.
23. ALL RESTRAINED PIPE BELL JOINTS SHALL USE BELL RESTRAINTS OR GRIPPER TYPE GASKETS CAN BE USED FOR DUCTILE IRON PIPE JOINTS.
24. WATER VALVES SHALL BE INSTALLED AT ALL STREET INTERSECTIONS AND AT A MAXIMUM SPACING OF 750 FEET. SPACING OF VALVES ON PRIMARY TRANSMISSION MAINS WILL BE DETERMINED BY THE CITY.
25. VALVES SHALL BE INSTALLED ON ALL LEGS OF WATER MAIN TEES EXCEPT ONE.
26. ALL FITTINGS SHALL MEET MINIMUM RESTRAINT REQUIREMENTS PER ANSI/AWWA/EBAA, AND ALL PRESSURE PIPES UNDER THE ROADWAYS SHALL BE RESTRAINED.
27. METER LENGTHS REQUIRED FOR WATER METERS INSTALLATION ARE AS FOLLOWS: 3/4" TO 2" METER REQUIRES 6', 4" METER REQUIRES 12', 6" AND 8" METER REQUIRES 14',AND A 10" METER REQUIRES 20'.
28. ALL WATER VALVE BOXES SHALL BE ADJUSTED, INCLUDING DEBRIS CAP, AND CONCRETE COLLAR TO FINISHED GRADE. VALVE BOX LIDS SHALL BE PAINTED BLUE TO MAKE THEM CLEARLY VISIBLE.
29. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY CITY UTILITIES PERSONNEL. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES WITHOUT A CITY REPRESENTATIVE PRESENT.
30. ALL VALVES 2 INCHES AND SMALLER SHALL BE CURB STOPS. VALVES LARGER THAN 2 INCHES SHALL BE GATE VALVES.
31. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED TO PRODUCE A MAXIMUM 500 FOOT RADIUS OF COVERAGE. ALL FIRE HYDRANTS SHALL BE INSTALLED IN EASILY ACCESSIBLE LOCATIONS FOR FIRE PERSONNEL. THE PRIMARY HYDRANT PORT ISHALL FACE THE STREET.
32. THE CONTRACTOR SHALL PIG ALL PIPES 6 INCHES OR LARGER IN DIAMETER. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR AND CITY REPRESENTATIVE.
33. FOR PIPE FLUSHING, PIGGING, TESTING, AND TIE–IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 A.M.) THE CONTRACTOR SHALL COORDINATE WITH THE CITY REPRESENTATIVE AND WATER PLANT OPERATIONS TO SCHEDULE THE DATE AND TIME FOR THESE ACTIVITIES.
34. THE CITY RESERVES THE RIGHT TO PERFORM THE SAMPLING AND ANALYSIS FOR BACTERIOLOGICAL CLEARANCE OF THE WATER MAIN. ANY RETESTING WILL BE AT THE CONTRACTORS EXPENSE.
35. POTABLE WATER LINES SHALL NOT BE USED OR PLACED INTO SERVICE UNTIL CLEARANCE IS ACCEPTED BY VOLUSIA COUNTY HEALTH DEPARTMENT AND THE CITY OF NEW SMYRNA.
36. BACKFLOW PREVENTERS (BPP) SHALL BE PLACED ON ALL POTABLE AND FIRE LINES SERVING COMMERCIAL AND RESIDENTIAL PROPERTIES. THE TYPE OF BACKFLOW PREVENTERS REQUIRED ARE AS FOLLOWS:
    POTABLE WATER SERVICE; REDUCED PRESSURE ZONE (RPZ)(BFP)
    FIRE LINE SERVICING A FIRE SPRINKLER SYSTEM AND/OR PRIVATE FIRE HYDRANT; DOUBLE CHECK VALVE ASSEMBLY
    FIRE LINE; DOUBLE CHECK VALVE ASSEMBLY
    IN CASES WHERE A WATER LINE SERVES BOTH DOMESTIC AND FIRE SERVICES, A REDUCED PRESSURE ZONE BFP IS REQUIRED.

POTABLE WATER CONSTRUCTION & DESIGN NOTES (CONT'D)

37. ALL JACK & BORES REQUIRED FOR COMMERCIAL DEVELOPMENT SHALL BE PERFORMED AT THE SOLE COST OF THE OWNER\DEVELOPER.
38. ALL C–900 DR–18 PVC PIPE REQUIREMENTS REFERENCE TO THE C–900 STANDARDS.
39. CHLORINATED WATER MUST BE DECHLORINATED PRIOR TO DISCHARGE INTO ANY JURISDICTIONAL WETLAND OR WATER BODY PER AWWA STANDARD, ANSI/AWWA C655.

POTABLE WATER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TRENCH COMPACTION TESTS AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12–INCH VERTICAL INTERVALS TO FINISHED GRADE AT A MAXIMUM HORIZONTAL SPACING OF 300 FEET.
2. ON ALL PROJECTS OTHER THAN THOSE INITIATED BY THE CITY THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. ON ALL CITY PROJECTS THE TESTING WILL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S INSPECTOR.
3. ALL POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BAC–TERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING FLUSHING THE MAINS BEFORE PRESSURE TESTING. THE CITY MA REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 AM). THE DATE AND TIME SCHEDULE FOR FLUSHING AND PIGGING MUST BE APPROVED BY THE WATER PLANT OPERATIONS. NO HOSE OR FIRE HYDRANT SHALL BE USED IN THE COLLECTION OF BACTERIOLOGICAL SAMPLES. THE SAMPLING TAP MUST BE DEDICATED, CLEAN, DISINFECTED AND FLUSHED PRIOR TO SAMPLING. SAMPLING TAP SHALL BE SMOOTH, UNTHREADED 1/2 INCH HOSE BIB. DISINFECTION AND SAMPLING SHALL BE SCHEDULED AT THE CITY'S CONVENIENCE.
4. PRESSURE TEST FOR TAPPING SADDLES AND VALVES FOR A MINIMUM OF 30 MINUTES AT 150 PSI OR 30 MINUTES AT MANUFACTURER'S RECOMMENDED TESTING PRESSURE.
5. WATERMAINS SHALL BE PRESSURE TESTED AT 150 PSI FOR 3 HOURS. TESTING SHALL BE IN ACCORDANCE WITH AWWA C–600 AND AWWA C–605 AS APPLICABLE WITH ALLOWABLE LEAKAGE TO BE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE * –GPH

AVERAGE PRESSURE TEST	NOMINAL PIPE DIAMETER – INCHES																		AVERAGE TEST PRESSURE
(PSI)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	64	(PSI)
450	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	10.19	450
400	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	9.61	400
350	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	8.99	350
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	8.32	300
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	7.97	275
250	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	7.60	250
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	7.21	225
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	6.80	200
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	6.36	175
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	5.88	150
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	5.37	125
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	4.80	100

** IF THE PIPELINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.*

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

WHERE:
L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
S = LENGTH OF PIPE TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

RECLAIMED WATER CONSTRUCTION & DESIGN NOTES

1. THE UTILITIES COMMISSION SHALL BE GIVEN A MINIMUM OF THREE BUSINESS DAYS NOTICE (NOT INCLUDING HOLIDAYS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT.
3. RECLAIMED WATER SERVICE ENDINGS SHALL BE SECURED BY WIRE TO 2" X 4" PRESSURE TREATED STAKES, APPROXIMATELY 2' ABOVE GRADE OR MAY BE PLACED IN RECLAIMED WATER METER BOXES PROVIDED BY THE CONTRACTOR AT THE TIME OF FINAL INSPECTION.
4. FOR PIPE FLUSHING, PIGGING, TESTING, AND TIE–IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE WORK TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 8 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE WITH THE CITY REPRESENTATIVE THE DATE AND TIME, THAT MUST BE APPROVED BY WATER PLANT OPERATIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY "AS–BUILT DRAWINGS" TO THE CITY PRIOR TO ANY USE OF THE SYSTEM. **SEE CITY OF NEW SMYRNA AS–BUILT REQUIREMENTS.**
6. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH A " " OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW–OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY A "+" SET INTO THE PAVEMENT AND PAINTED WITH PURPLE ENAMEL.
7. RECLAIMED WATER SERVICES SHALL BE LOCATED AT LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES MUST BE OFFSET, THE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2 FEET.
8. ALL RECLAIMED WATER HAND–OPERATED CONNECTIONS AND OUTLETS SHALL BE CONTAINED IN UNDER–GROUND SERVICE VAULTS AND APPROPRIATELY TAGGED OR LABELED TO WARN THE PUBLIC AND EMPLOYEES THAT THE WATER IS NOT INTENDED FOR DRINKING OR SWIMMING. ANY SIGNIFICANT IRRIGATION SITE UTILIZING RECLAIMED WATER, SUCH AS AN ATHLETIC FIELD, GOLF COURSE, PARK OR POND, IS REQUIRED TO POST A 12" x 12" RECLAIMED WATER SIGN WARNING THE PUBLIC AND EMPLOYEES THAT RECLAIMED WATER IS NOT INTENDED FOR DRINKING OR SWIMMING. THIS SIGN SHALL BE PLACED AT THE ENTRANCE TO THE SITE AND THE LOCATION OF THE PRIVATE REUSE SYSTEM. SEE 'RECLAIMED WATER IN USE' DETAIL.
9. VAULTS FOR METERS SHALL BE LOCKED AND DO NOT REQUIRE A SPECIAL TOOL FOR OPERATION.
10. A 75 FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS RECLAIMED WETTED AREAS TO PUBLIC OR PRIVATE POTABLE WATER SUPPLY WELLS.
11. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
12. ALL RECLAIMED WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
13. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS IN ACCORDANCE WITH AASHTO T–180.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TRENCH COMPACTION TESTS AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12 INCHES VERTICAL INTERVALS TO FINISH GRADE AT A MAXIMUM SPACING OF EVERY 300 FEET.
15. 3" NEUTRALIZED PIPE LOCATION TAPE SHALL BE INSTALLED 15" TO 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES, AND A SINGLE STRAND INSULATED COPPER TRACER WIRE SHALL BE ATTACHED TO ALL PVC PIPE. WIRE RUNS SHALL BE CONNECTED WITH SILICONE FILLED WIRE CONNECTORS. EACH RUN SHALL TERMINATE AT EVERY VALVE. SEE STANDARD DETAIL "MAIN VALVE BOX" FOR INSTALLATION OF WIRE ON RISER PIPE. SERVICES SHALL BE CONNECTED TO THE MAIN WIRE WITH SILICONE FILLED CONNECTORS. IT IS THE CONTRACTOR'S RESPONSIBLY TO ENSURE CONTINUITY AND TEST FOR CONTINUITY (SEE CITY SPECIFICATIONS #15049 TRACER WIRE AND ALARMING TAPE).
16. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SODR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE PURPLE IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.T.M. D1248, D3350, D2239, D2737, N.S.F.–14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1" AND 2" DIAMETERS.
17. RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE ROAD OF THE POTABLE WATER MAINS, OR AS APPROVED BY THE CITY. RECLAIMED WATER MAINS SHOULD NOT BE INSTALLED UNDER SIDEWALK.
18. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVE, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT/PROTECTIVE SLAB MAY BE USED AT THE DISCRETION OF THE UTILITIES DEPARTMENT. ALL DIP SHALL HAVE 2" PURPLE STRIPES PAINTED AT 12 O'COLCK,3 O'CLOCK, 6 O'CLOCK AND 9 O'CLOCK FOR THE FULL LENGTH OF PIPE. NON PAINTED RECLAIMED PIPE OR PIPES SHALL BE PAINTED WITH AN EPOXY PAINT (PANTONE PURPLE) TO CLEARLY MARK THE RECLAIM PIPE OR PIPES.

RECLAIMED WATER CONSTRUCTION & DESIGN NOTES (CONT'D)

19. RECLAIMED WATER MAINS SHALL BE PURPLE PVC, DR–18 AWWA CLASS C–900 OR C–905, CL 150, OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED (PAINTED PANTONE PURPLE) UNLESS APPROVED OTHERWISE BY THE CITY. ALL HORIZONTAL DIRECTIONAL DRILLS SHALL HAVE A MINIMUM WORKING PRESSURE OF 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING BASED ON SITE CONDITIONS. INSIDE DIAMETER OF HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
20. DIRECTIONAL DRILLS SHALL HAVE FUSSED MJ ADAPTERS.
21. ALL RECLAIMED WATER MAINS SHALL USE THRUST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT EBAA.COM
22. ALL FITTINGS, VALVES, ECT. SHALL BE DUCTILE IRON (MJ OR FLANGED) AND SHALL BE RESTRAINED.
23. BELL RESTRAINTS OR GRIPPER TYPE GASKETS SHALL BE USED FOR ALL RESTRAINED PIPE BELL JOINTS.
24. VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 750 FEET.
25. VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE AT ALL RECLAIMED WATER MAIN TEES AND CROSSES.
26. ALL VALVES SHALL BE ADJUSTED TO FINISH GRADE AND CAPS SHALL BE PAINTED PURPLE.
27. THE CONTRACTOR IS REQUIRED TO PIG ALL RECLAIMED WATER MAINS EQUAL TO OR GREATER THAN 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED B

SITE PLAN & SUBDIVISION TESTING

A. MATERIALS:
THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

B. LABORATORY CONTROL AND CERTIFICATES:
1. SPECIFICATIONS: SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE MUST BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.
   a. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   b. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES AND ATTERBERG LIMITS.
   c. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   d. SPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
   e. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST–IN–PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   f. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST–IN–PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   g. ALL UNDERGROUND UTILITY TESTING TO BE COMPLETED IN ACCORDANCE WITH THE CITY'S UTILITIES DEPARTMENT DESIGN STANDARDS.

VOLUSIA COUNTY USE PERMIT NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736–5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736–5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239–6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT–OF–WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT–OF–WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT–OF–WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT–OF–WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT STANDARD PLANS INDEX 102–600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT–OF–WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE–GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

AS–BUILT DRAWING REQUIREMENTS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS–BUILT DRAWINGS.

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
2. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS–BUILT.
3. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS ALONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS–BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS–BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS–SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
4. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE. EACH STRUCTURE SHALL BE LOCATED BY SUB–METER GPS WITH LATITUDE, LONGITUDE AND ELEVATION DATA PROVIDED.
5. STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS–BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS–BUILT INFORMATION WRITTEN NEXT TO IT.
6. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS–BUILT INFORMATION .
7. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON–SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES .
8. RETENTION AREAS, WETLAND CREATION/COMPENSATING STORAGE AREAS SHALL HAVE THEIR TOP–OF BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP–OF–BANK TO TOP–OF–BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
9. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS–BUILT.
10. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.
11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS–BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS–BUILT INFORMATION WRITTEN NEXT TO IT.
12. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
13. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS–BUILT INFORMATION.
14. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN–OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
15. CURB OUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BASELINE CONSTRUCTION WATER MAIN LINE MATERIAL SIZE, LENGTH AND DEPTH PLACED SHALL BE NOTED. LOCATIONS OF VALVES SHALL ALSO BE SHALL BE TIED TO BASELINE CONSTRUCTION. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS–BUILT INFORMATION.
17. POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO BASELINE CONSTRUCTION (STA. & OFFSET). SIMILARLY, FORCE MAIN VALVES, TEES AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES. ALL VALVES AND HYDRANTS SHALL BE LOCATED BY SUB–METER GPS WITH LATITUDE, LONGITUDE AND ELEVATION DATA PROVIDED.
18. FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS–BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
20. IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHOULD PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT–OF–WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS–BUILT DRAWING. THE AS–BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
21. WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS–BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT.
22. REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

2.01

SECTION 2– POTABLE WATER DISTRIBUTION SYSTEM

THIS SECTION INCLUDES THE MATERIAL STANDARDS FOR PIPE, FITTINGS, VALVES AND APPURTENANCES, APPLICABLE TO POTABLE WATER DISTRIBUTION SYSTEM INSTALLATIONS. REQUIRED SPECIALTY ITEMS NOT INCLUDED UNDER THIS SECTION SHALL BE HIGH QUALITY AND CONSISTENT WITH APPROVED INDUSTRY STANDARDS.

PIPE AND FITTINGS:
ALL PIPE AND FITTINGS SHALL BE CLEARLY MARKED WITH THE NAME OR TRADEMARK OF THE MANUFACTURER, THE BATCH NUMBER, THE LOCATION OF THE PLANT AND STRENGTH DESIGNATION, AS APPLICABLE. ALL POTABLE WATER PIPES AND ABOVE GROUND CROSS CONNECTION CONTROL DEVICES SHALL BE ADEQUATELY IDENTIFIED BY THE COLOR BLUE.

CONTRACTOR SHALL FOLLOW MANUFACTURER REQUIREMENTS FOR PIPE JOINT INSERTION. IF THE UTILITIES COMMISSION INSPECTS AND SEES THAT A PIPE JOINT IS OVER INSERTED, CONTRACTOR WILL BE REQUIRED TO REMOVE AND RE–INSTALL.

A. DUCTILE IRON:

DUCTILE IRON (DL) PIPE SHALL BE IN ACCORDANCE WITH AWWA C150 AND C151. DL PIPE FITTINGS SHALL CONFORM TO AWWA STANDARD C110. DL PIPE SHALL BE INSTALLED IN ACCORDANCE WITH AWWA C600 DUCTILE IRON PIPE AND FITTINGS FOR SHALL BE CEMENT–MORTAR LINED AS SPECIFIED IN AWWA STANDARD C104. POLYETHYLENE ENCASEMENT IS REQUIRED AND SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C105.

B. POLYVINYL CHLORIDE:

POLYVINYL CHLORIDE (PVC) PIPE SHALL BE MANUFACTURED FROM CLEAN VIRGIN TYPE I, GRADE I RIGID UN–PLASTICIZED POLYVINYL CHLORIDE RESIN CONFORMING TO ASTM DESIGNATION D1784. PVC PIPE FOR POTABLE WATER USE SHALL HAVE THE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND SHALL CONFORM TO AWWA STANDARD C900 FOR 4–INCH THROUGH 12–INCH MAINS AND AWWA STANDARD C905 FOR 14–INCH AND LARGER MAINS. PVC PIPE FOR POTABLE WATER MAINS SHALL HAVE A MINIMUM DIMENSION RATIO (DR) 18.

PVC PIPE LENGTHS SHALL BE 20 FEET WITH BELL AND SPIGOT ENDS OR MECHANICAL JOINT ONLY. LUBRICATION USED FOR PIPE AND FITTING JOINTS SHALL BE NON–TOXIC AND NSF APPROVED. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE TO AWWA C605.

LEGAL DESCRIPTION:

PARCEL A

A PORTION OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT–OF–WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT–OF–WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN S74°24'21"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.68 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 04°00'52", A CHORD BEARING OF S83°21'7"E AND A CHORD DISTANCE OF 153.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 153.45 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE AND SAID SOUTHERLY RIGHT–OF–WAY LINE, RUN S05°47'14"E, A DISTANCE OF 365.97 FEET; THENCE N84°11'24"E, A DISTANCE OF 301.37 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT–OF–WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES; S05°48'36"E, A DISTANCE OF 560.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3565.00 FEET, A CENTRAL ANGLE OF 32°46'36", A CHORD BEARING OF S22°11'53"E AND A CHORD DISTANCE OF 2011.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2039.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2235.00 FEET, A CENTRAL ANGLE OF 18°20'16", A CHORD BEARING OF S29°25'03"E AND A CHORD DISTANCE OF 712.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 715.32 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S06°49'30"W ALONG SAID WEST LINE, A DISTANCE OF 936.70 FEET; THENCE CONTINUE ALONG SAID WEST LINE S16°46'21"W, A DISTANCE OF 210.37 FEET; THENCE DEPARTING SAID WEST LINE, RUN N73°13'39"W, A DISTANCE OF 108.46 FEET; THENCE S69°02'29"W, A DISTANCE OF 46.57 FEET; THENCE S77°30'33"W, A DISTANCE OF 39.93 FEET; THENCE N80°47'00"W, A DISTANCE OF 65.56 FEET; THENCE S76°05'22"W, A DISTANCE OF 151.71 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 19°32'12", A CHORD BEARING OF N23°40'44"W AND A CHORD DISTANCE OF 185.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.52 FEET TO THE POINT OF TANGENCY; THENCE N33°26'50"W, A DISTANCE OF 467.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 547.00 FEET, A CENTRAL ANGLE OF 45°31'00", A CHORD BEARING OF N56°12'20"W AND A CHORD DISTANCE OF 423.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 434.54 FEET TO THE POINT OF TANGENCY; THENCE N78°57'50"W, A DISTANCE OF 1007.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 343.00 FEET, A CENTRAL ANGLE OF 32°05'47", A CHORD BEARING OF N62°54'56"W AND A CHORD DISTANCE OF 189.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.14 FEET TO THE POINT OF TANGENCY; THENCE N46°52'03"W, A DISTANCE OF 146.39 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 00°54'05", A CHORD BEARING OF N40°24'07"E AND A CHORD DISTANCE OF 7.40 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.40 FEET; THENCE DEPARTING SAID CURVE, RUN N49°08'50"W, A DISTANCE OF 60.00 FEET; THENCE N46°52'03"W, A DISTANCE OF 1087.90 FEET; THENCE N43°07'09"E, A DISTANCE OF 157.49 FEET; THENCE N46°52'51"W, A DISTANCE OF 457.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 57°46'29", A CHORD BEARING OF N17°59'36"W AND A CHORD DISTANCE OF 338.16 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.93 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 536.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 07°37'58", A CHORD BEARING OF N07°04'40"E AND A CHORD DISTANCE OF 113.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°22'02", A CHORD BEARING OF N37°55'20"W AND A CHORD DISTANCE OF 65.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.88 FEET TO THE POINT OF TANGENCY; THENCE N79°06'22"W, A DISTANCE OF 118.87 FEET; THENCE N10°53'38"E, A DISTANCE OF 120.00 FEET; THENCE N79°06'22"W, A DISTANCE OF 107.00 FEET; THENCE N10°53'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N34°06'22"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N10°53'38"E, A DISTANCE OF 281.51 FEET; THENCE N06°26'06"E, A DISTANCE OF 195.20 FEET; THENCE S79°06'22"E, A DISTANCE OF 1530.02 FEET; THENCE N10°53'38"E, A DISTANCE OF 525.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE N05°51'56"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 214.980 ACRES, MORE OR LESS.

AND

PARCEL B

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N00°06'47"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 184.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE S79°29'49"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1296.54 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, S79°05'39"E, A DISTANCE OF 1439.05 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT–OF–WAY LINE AND THE EASTERLY EXTENSION THEREOF, S79°44'38"E, A DISTANCE OF 368.42 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6184, PAGE 784; THENCE S05°51'56"W ALONG SAID EAST LINE, A DISTANCE OF 28.42 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT–OF–WAY LINE OF PIONEER TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 8396, PAGE 805, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES; S74°24'21"E, A DISTANCE OF 469.68 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2190.00 FEET, A CENTRAL ANGLE OF 14°56'55", A CHORD BEARING OF S88°30'18"E AND A CHORD DISTANCE OF 569.76 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.38 FEET TO THE POINT OF TANGENCY; THENCE N84°01'15"E, A DISTANCE OF 15.71 FEET TO A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF WILLIAMSON BOULEVARD, HAVING A 130.00 FOOT RIGHT–OF–WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8486, PAGE 1804, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S05°48'36"E, ALONG THE EASTERLY RIGHT–OF–WAY LINE OF SAID WILLIAMSON BOULEVARD, A DISTANCE OF 765.67 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 2063, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT–OF–WAY LINE, RUN N84°41'54"E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6275, PAGE 206, A DISTANCE OF 1274.30 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N01°05'16"W, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 777.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT–OF–WAY LINE OF PIONEER TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8396, PAGE 805; THENCE N84°45'33"E, ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 95.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.79 FEET, A CENTRAL ANGLE OF 94°09'11", A CHORD BEARING OF S48°09'52"E AND A CHORD DISTANCE OF 102.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 114.68 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN 170.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 921, PAGE 27, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN S01°05'16"E, ALONG SAID EAST LINE, A DISTANCE OF 1993.53 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4634, PAGE 2674, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING FOUR (4) COURSES: S34°53'17"W, A DISTANCE OF 137.81 FEET; THENCE S28°19'14"W, A DISTANCE OF 518.53 FEET; THENCE S10°54'20"W, A DISTANCE OF 540.47 FEET; THENCE S06°49'30"W, A DISTANCE OF 102.21 FEET TO A POINT ON AFORESAID EASTERLY RIGHT–OF–WAY LINE OF WILLIAMSON BOULEVARD; SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2365.00 FEET, A CENTRAL ANGLE OF 12°42'29", A CHORD BEARING OF N32°13'57"W AND A CHORD DISTANCE OF 523.47 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 524.55 FEET TO

PROPOSED SILT FENCE (TYP)

PORTION OF EXISTING DITCH TO REMAIN

WETLAND (W2) AREA NOT IMPACT: 75.12 AC

WETLAND (W2) IMPACT: 0.03 AC

EXISTING BUILDING TO BE DEMOLISHED

PROPOSED SURFACE WATER IMPACT (TYP)

WETLAND (W3) IMPACT: 0.48 AC

SCALLOP WAY

JUNONIA BLVD

SPECK WAY

ABALONE WAY

STOP
R1-1 (36")

PROPOSED CONSTRUCTION ENTRANCE. SEE DETAIL ON SHEET C6.

AREA WITHIN SILT FENCE TO BE CLEARED

PROPOSED TREE PROTECTION. AREA TO REMAIN AT GRADE.

EXISTING TREES TO REMAIN

PROPOSED TREE PROTECTION. AREA TO REMAIN AT GRADE.

MATCHLINE - SEE SHEET C6

MATCHLINE - SEE SHEET C7

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

SF PROPOSED SILT FENCE

EXISTING WETLANDS

PROPOSED DIRECT WETLAND IMPACT (1.04 AC)

PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

ZEV COHEN & ASSOCIATES, INC.
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CIVIL ENGINEERING
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(LC 42)
(EB 6583)

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 05-08_18169-ECP-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL — No 68357 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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KRISTOPHER T ROWLEY, P.E., NO.84263
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KEY MAP

C5 | C6
C7 | C8

SHEET: C5 OF 47

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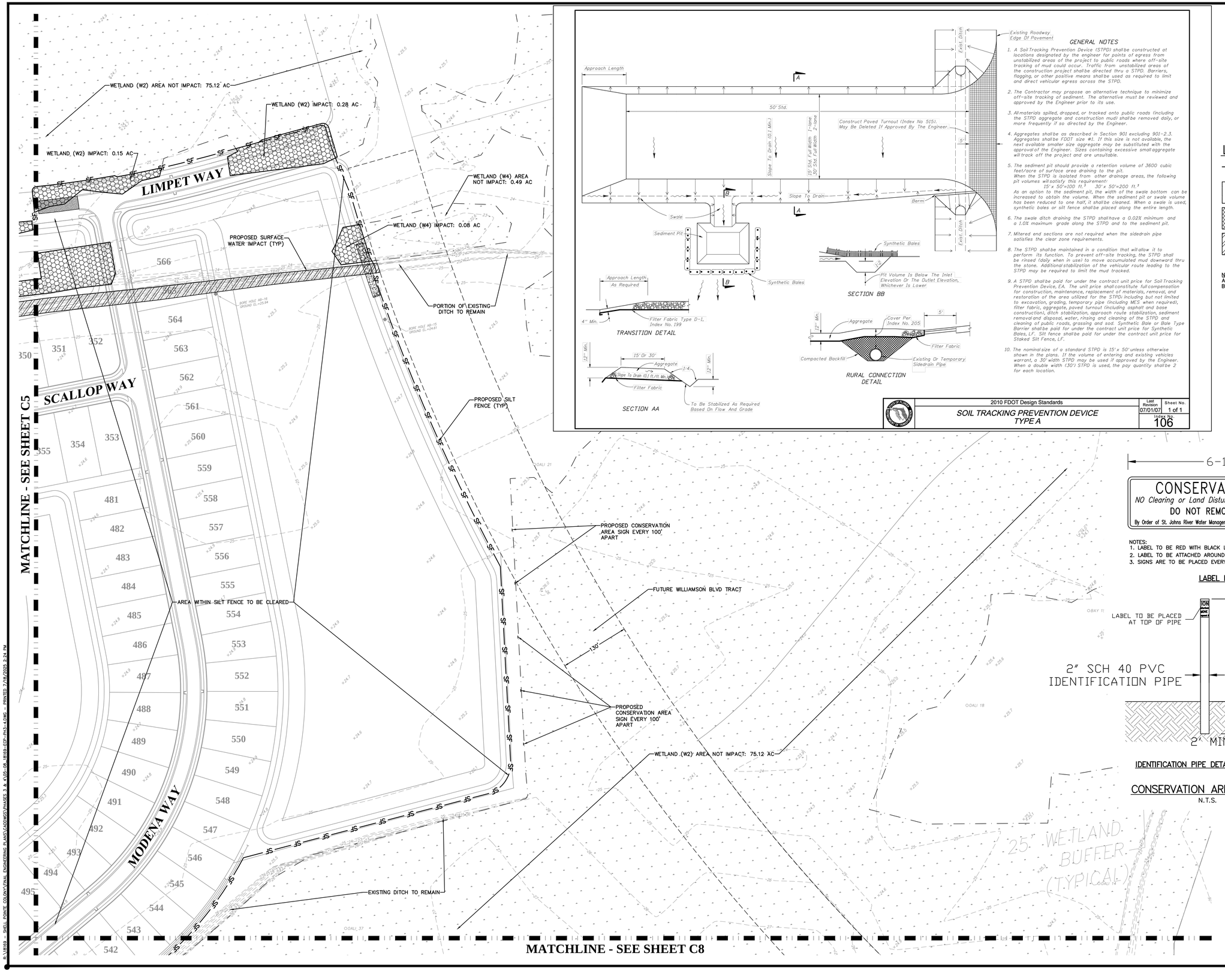


GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
   15' x 50'=100 ft.³ 30' x 50'=200 ft.³
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Synthetic Bale or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and existing vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

2010 FDOT Design Standards	Last Revision 07/01/07	Sheet No. 1 of 1
SOIL TRACKING PREVENTION DEVICE TYPE A		Index No. 106

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF — PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

6-1/4"

CONSERVATION AREA

NO Clearing or Land Disturbance Beyond This Stake

DO NOT REMOVE THIS SIGN

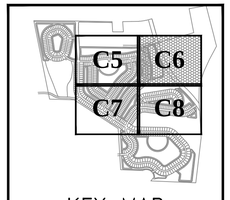
By Order of St. Johns River Water Management District and Army Corps of Engineers

NOTES:
1. LABEL TO BE RED WITH BLACK LETTERS
2. LABEL TO BE ATTACHED AROUND TOP PORTION OF IDENTIFICATION PIPE.
3. SIGNS ARE TO BE PLACED EVERY 100FT ADJACENT TO WETLANDS TO BE PRESERVED.

LABEL DETAIL

IDENTIFICATION PIPE DETAIL

CONSERVATION AREA SIGN DETAIL
N.T.S.



KEY MAP

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 05-08_18169-ECP-PH3-4
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XREFS: 18169SUR.DWG

MELIA L. RUSSELL P.E. No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

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MATCHLINE - SEE SHEET C5

MATCHLINE - SEE SHEET C8

SPECK WAY

ABALONE WAY

MODENA WAY

JUNONIA BLVD

MONACO BLVD

AREA WITHIN SILT FENCE TO BE CLEARED

PROPOSED SILT FENCE (TYP)

PROPOSED SURFACE WATER IMPACT (TYP)

PROPOSED TURBIDITY BARRIER (TYP)

WETLAND (W5) IMPACT: 0.01 AC

EXISTING DITCH TO BE EXTENDED

SF

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF — PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.

KEY MAP

C5 C6 C7 C8

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAWN BY: MLR

CHECKED BY: MKW

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SHEET: C7 OF 47

MELIA L. RUSSELL LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

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MATCHLINE - SEE SHEET C6

MATCHLINE - SEE SHEET C7

JEWELBOX CIRCLE

MONACO BLVD

JUNONIA BLVD

WETLAND (W2) AREA NOT IMPACT: 75.12 AC

PROPOSED SILT FENCE (TYP)

EXISTING DITCH TO REMAIN

PROPOSED TURBIDITY BARRIER (TYP)

PROPOSED SURFACE WATER IMPACT (TYP)

AREA WITHIN SILT FENCE TO BE CLEARED

FUTURE WILLIAMSON BLVD TRACT

130'

PROPOSED TURBIDITY BARRIER (TYP)

WETLAND (W5) IMPACT: 0.01 AC

EXISTING DITCH TO BE EXTENDED

EXISTING DITCH TO REMAIN

PROPOSED SILT FENCE (TYP)

WETLAND (W5) AREA NOT IMPACT: 19.44 AC

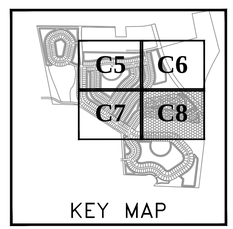
0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- SF — PROPOSED SILT FENCE
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT (1.04 AC)
- PROPOSED SURFACE WATER IMPACT (3.02 AC)

NOTES:
ALL EXISTING WELLS WITHIN THE PROJECT LIMITS TO BE PROPERLY ABANDONED.



KEY MAP

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

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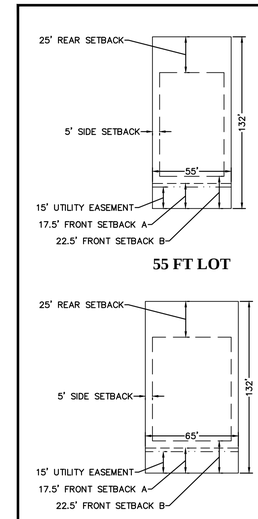
0 150 300 450 600

SCALE : 1" = 300'

LEGEND:

- EXISTING WETLANDS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE

NOTE:
1. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
2. AIR CONDITIONING UNITS TO BE SIDE YARDS, LIMITED TO ONLY ONE IN EACH SHARED SIDE YARD, WITH SOUND SCREENS PROVIDED FOR EACH A/C UNIT.



LOT DIMENSIONING NOTES:
1. 15 FT SIDE SETBACK WHEN ADJACENT TO STREETS.
2. 10 FT SIDE SETBACK WHEN LOTS HOST HALF OF A REQUIRED 20' DRAINAGE EASEMENT.
3. 5 FT SIDE SETBACK SHALL BE MEASURED TO THE EDGE OF EAVE WHEN ABUTTING ANOTHER LOT.
4. CORNER LOTS SHALL BE 15% WIDER THAN MINIMUM FRONTAGES SHOWN IN DETAILS.
5. FRONT SETBACK A – 17.5 FT FOR PORCH AND/OR LIVING AREA.
6. FRONT SETBACK B – 22.5 FT FOR GARAGE.

TYPICAL LOT LAYOUTS
NTS

RESIDENTIAL LOT BREAKDOWN

LOT WIDTH	LOT NUMBERS	LOT COUNT
55 Ft	374–566	193
65 Ft	320–373, 567–687	175
	TOTAL =	368

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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DESIGNED BY: MLR
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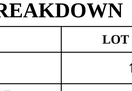

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0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 10-13_18169-GSS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C10 OF 47

C10 C11
C12 C13
KEY MAP

MATCHLINE - SEE SHEET C11
MATCHLINE - SEE SHEET C12

B:\18169 - SHELL POINTE COUNTY\ENGINEERING PLANS\CADD\GSS\PHASES 3 & 4\10-13_18169-GSS-PH3-4.DWG - PRINTED: 7/18/2025 2:28 PM

PROPOSED TEMPORARY STABILIZED CRUSHED CONCRETE DRIVE
PROPOSED 8' SIDEWALK
BP: 10+00.00
PROPOSED SIDEWALK CLOSED BARRICADE
EP: 41+81.22
PT: 12+75.24
60' RIGHT-OF-WAY
R40'
PROPOSED SIDEWALK CLOSED BARRICADE
EP: 15+22.63
R40'
FUTURE CONNECTION TO WILLIAMSON BLVD EXTENSION
LIMPET WAY
PROPOSED 5' SIDEWALK
PROPOSED ROAD CLOSED BARRICADE
PROPOSED ROAD CLOSED BARRICADE
STOP
R1-1
566
565
564
PROPOSED CROSSWALK PER FDOT INDEX # 711-001
PROPOSED 24" STOP BAR (TYP)
563
350
351
352
SCALLOP WAY
EP: 39+07.38
562
PROPOSED 24" STOP BAR (TYP)
561
560
355
354
353
50' RIGHT-OF-WAY
N1° 10' 02.35"W 837.234
CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP)
559
120' EASEMENT
481
558
MODENA WAY
482
12' UTILITY EASEMENT
557
25' (TYP)
483
556
22.5' (TYP)
484
555
90' RIGHT-OF-WAY
485
554
PROPOSED STREETLIGHT
486 (TYP)
PT: 33+43.98
553
487
PROPOSED 5' SIDEWALK
552
488
1.65'
551
PROPOSED SETBACK LIMITS (TYP)
489
1.65'
550
490
549
L=533.54
R=500.00
D=61°08'20"
CL=508.58
CB=N29°24'07"E
25' (TYP)
491
22.5' (TYP)
548
492
547
D=69°
F=0.94'
493
546
494
545
495
PC: 28+10.45
544
N59° 58' 17.25"E
285.276
543
542
MATCHLINE - SEE SHEET C10
MATCHLINE - SEE SHEET C13
DA-13
PROPOSED WET DETENTION AREA
FUTURE WILLIAMSON BLVD EXTENSION
130'
PROPOSED CONSERVATION AREA SIGN EVERY 100' APART
PROPOSED CONSERVATION AREA SIGN EVERY 100' APART
PROPOSED CONSERVATION AREA SIGN EVERY 100' APART
BORE HOLE AB-16 GROUND EL.=25.84'
BORE HOLE AB-15 GROUND EL.=24.61'
OBAY 15
OGALI 18
OGALI 14
OGALI 37
OGALI 21
25' WETLAND BUFFER (TYPICAL)

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

C10 | C11
C12 | C13
KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OMMUNITY BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE & STRIPING PLAN
CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 10-13_18169-GSS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=A01410D0000018D3E65900AF000, cn=Zev Cohen and Associates, l=Unit
Reason: I am the author of this document.
Location: My electronic signature is intended to authenticate signed and sealed electronic documents using a text authentication code.
Date: 2025.07.24 15:29:33-04'00'

MELIA L RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
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SHEET: C11 OF 47

MATCHLINE - SEE SHEET C10

MATCHLINE - SEE SHEET C13

20' DRAINAGE EASEMENT

DA-11
PROPOSED WET DETENTION AREA

DA-4
EXISTING WET DETENTION AREA

DA-14
PROPOSED WET DETENTION AREA

DA-15
PROPOSED WET DETENTION AREA

ABALONE WAY

SPECK WAY

MODENA WAY

MONACO BLVD

JUNONIA BLVD

L=302.51
R=300.00
D=57°46'29"
CL=289.85
CB=S17°59'36"E

PT: 21+09.39

PROPOSED 5' SIDEWALK

PROPOSED SETBACK LIMITS (TYP)

12' UTILITY EASEMENT

CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP.)

PROPOSED CROSSWALK PER FDOT INDEX # 711-001

PROPOSED 24" STOP BAR (TYP)

EP: 26+59.69

PROPOSED 5' SIDEWALK

PROPOSED STREETLIGHT (TYP.)

PC: 20+02.62

PT: 25+25.17

L=464.86
R=1500.00
D=17°45'23"
CL=463.00
CB=N51°05'36"E

PC: 20+60.31

PC: 28+01.73

PROPOSED 8' SIDEWALK

L=35.36
R=500.00
D=4°03'08"
CL=35.36
CB=N41°05'35"E

PT: 25+35.36

BP: 25+00.00

PI: 25+50.00

CONTRACTOR TO CONNECT TO EXISTING SIDEWALK. MATCH EXISTING GRADES.

CONTRACTOR TO CONNECT TO EXISTING ROAD. MATCH EXISTING GRADES.

BP: 11+50.00

PI: 12+00.00

N43° 07' 09.23"E 50.002

PI: 13+50.02

PI: 14+00.00

N42° 12' 50.36"E 49.978

N43° 07' 09.23"E 802.616

S46° 52' 50.77"E 550.302

N43° 07' 09.23"E 341.726

N43° 07' 09.23"E 14.640

N42° 12' 54.58"E 660.312

WIIA-2

STOP

RI

301' RIGHT-OF-WAY

60' RIGHT-OF-WAY

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. PARKING IS PROHIBITED ON ALL ROADWAYS WITHIN THE DEVELOPMENT.
5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEASE FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

KEY MAP
C10 C11
C12 C13

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OND/DAYTONA BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 0583)

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 10-13_18169-GSS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

Melia L. Russell LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: cn=Melia L Russell, c=US, o=ZEV COHEN & ASSOCIATES, INC., ou=Civil, email=mrussell@zevcohen.com
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Reason: I am the author of this document.
Date: 2025.07.18 15:25:26 -04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C12 OF 47

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MATCHLINE - SEE SHEET C11

MATCHLINE - SEE SHEET C12

JEWELBOX CIRCLE

MONACO BLVD

JUNONIA BLVD

DA-16
PROPOSED WET DETENTION AREA

DA-17
PROPOSED WET DETENTION AREA

DA-18
PROPOSED WET DETENTION AREA

FUTURE WILLIAMSON BLVD TRACT

PROPOSED LIFTSTATION

PROPOSED STREETLIGHT (TYP)

PROPOSED 6' SIDEWALK

PROPOSED 5' SIDEWALK

PROPOSED SETBACK LIMITS (TYP)

PROPOSED CROSSWALK PER FDOT INDEX # 711-001

PROPOSED 24" STOP BAR (TYP)

CONTRACTOR TO INSTALL DETECTABLE WARNINGS AT CROSSWALKS PER FDOT INDEX # 522-002 (TYP)

PROPOSED SIDEWALK CLOSED BARRICADE

FUTURE CONNECTION TO WILLIAMSON BLVD EXTENSION

PROPOSED ROAD CLOSED BARRICADE

PROPOSED TEMPORARY CUL-DE-SAC

PC: 23+19.07

PT: 27+83.55

PC: 46+24.32

PT: 49+21.85

PT: 33+96.34

PT: 14+77.98

PC: 10+55.86

BP: 10+00.00

EP: 31+30.72

EP: 52+10.83

L=422.11
R=256.00
D=96°44'29"
CL=373.73
CB=N42°32'53"E

L=464.48
R=250.00
D=106°27'00"
CL=400.50
CB=S35°51'22"E

L=504.61
R=450.00
D=64°14'58"
CL=478.59
CB=N75°14'38"E

L=297.53
R=400.00
D=42°37'07"
CL=290.72
CB=N86°03'34"E

S89° 04' 51.88"E
841.094

S17° 22' 07.63"W
547.176

S72° 57' 52.37"E
1227.880

N64° 45' 01.12"E
288.975

N5° 49' 21.14"W
55.864

R=R20'

R45'

10' DRAINAGE EASEMENT

12' UTILITY EASEMENT

130'

150' RIGHT-OF-WAY

60' RIGHT-OF-WAY

55' (TYP)

65' (TYP)

132' (TYP)

25' (TYP)

22.5' (TYP)

5' (TYP)

0 40 80 120 160
SCALE : 1" = 80'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
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5. EACH RESIDENTIAL LOT SHALL BE DESIGNED TO PARK AT LEAST FOUR (4) VEHICLES IN THE COMBINATION OF THE DRIVEWAY AND GARAGE.
6. STOP SIGNS AND DEAD END SIGN TO BE MINIMUM 30". SPEED LIMIT SIGNS TO BE MINIMUM 18"X24".
7. ALL STRIPING TO BE THERMOPLASTIC.

WIIA-2

ODAU 37

ODAU 22

ODAU 26

BORE HOLE GROUND ELEV=

KEY MAP
C10 C11
C12 C13

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 10-13_18169-GSS-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

STATE OF FLORIDA PROFESSIONAL ENGINEER
MELIA L. RUSSELL
LICENSE No 68357

Digitally signed by Melia L. Russell
DN: c=US, o=Florida, ou=Not Valid without an active email cert, cn=Melia L. Russell
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Reason: I am the author of this document.
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MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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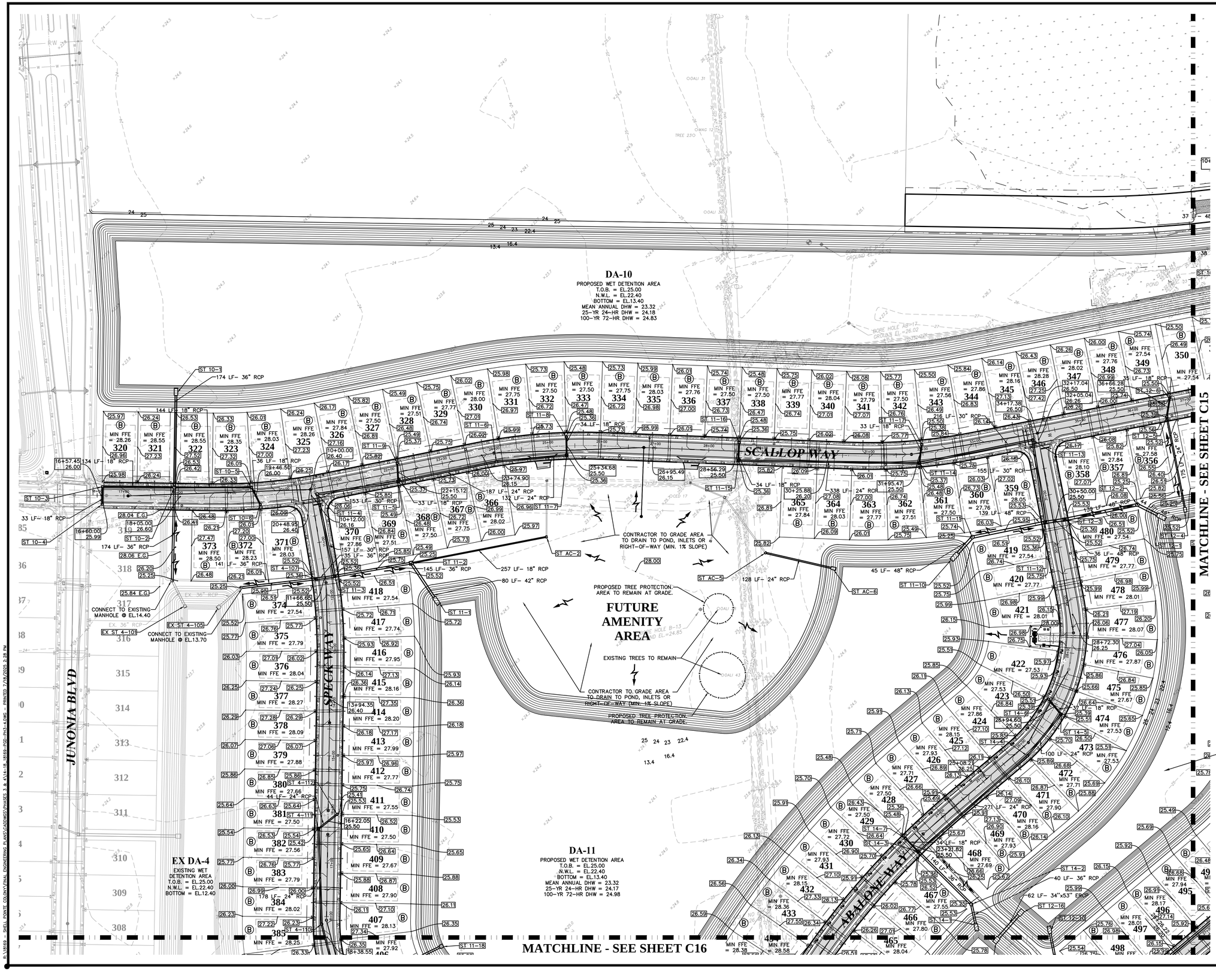
SHEET: C13 OF 47

R:\18169 - SHELL POINT CONVENTIAL ENGINEERING PLANS\CADD\GSS\PHASES 3 & 4\10-13_18169-GSS-PH3-4.DWG - PRINTED 7/17/2025 2:20 PM



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C18 FOR STORMWATER STRUCTURE TABLES.
2. SEE SHEET C15 FOR TYPICAL SIDE YARD SWALE SECTION.
3. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
4. FINISH FLOOR ELEVATION (FFE) OF THE LOTS SHALL BE MINIMUM 12 INCHES ABOVE ADJACENT ROAD CROWN AND MINIMUM 24 INCHES ABOVE THE STORMWATER POND 100-YEAR STORM EVENT.
5. MINIMUM LOT GRADING SLOPE IS 1.0% AND MUST BE DIRECTED TOWARD THE STREETS OR STORMWATER PONDS FOR POSITIVE DRAINAGE.
6. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT
7. ALL PEDESTRIAN CROSS WALK AREAS MUST MEET ADA GRADING REQUIREMENTS, CROSS-SLOPE MUST BE LESS THAN 2% AND LONGITUDINAL SLOPE (RUNNING SLOPE) MUST BE LESS THAN 5%.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KENTUCKY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

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4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

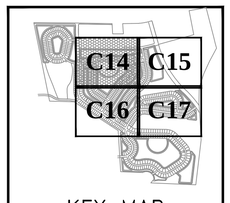
PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG



KEY MAP

STATE OF FLORIDA — PROFESSIONAL ENGINEER — No. 68357 — MELIA L. RUSSELL

Digitally signed by Melia L. Russell
DN: c=US, o=Florida, ou=A01410D0000019D5D5FEDD0, cn=Melia L. Russell
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KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C14 OF 47

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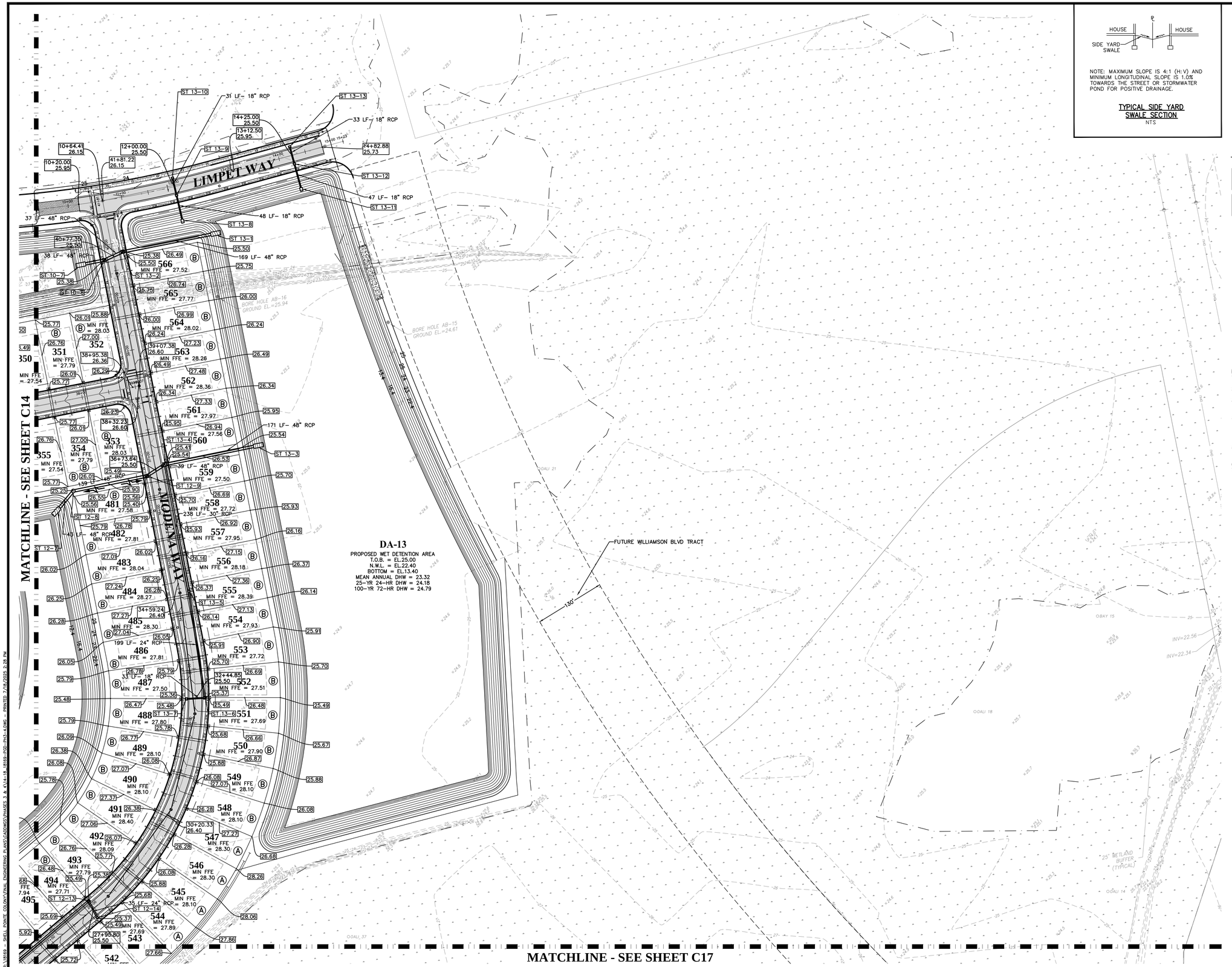
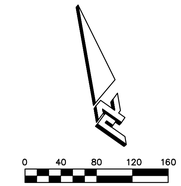


NOTE: MAXIMUM SLOPE IS 4:1 (H:V) AND MINIMUM LONGITUDINAL SLOPE IS 1.0% TOWARDS THE STREET OR STORMWATER POND FOR POSITIVE DRAINAGE.

TYPICAL SIDE YARD SWALE SECTION
NTS

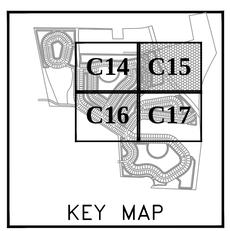


SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- FFE — PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- (A) — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C18 FOR STORMWATER STRUCTURE TABLES.
2. SEE THIS SHEET FOR TYPICAL SIDE YARD SWALE SECTION.
3. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
4. FINISH FLOOR ELEVATION (FFE) OF THE LOTS SHALL BE MINIMUM 12 INCHES ABOVE ADJACENT ROAD CROWN AND MINIMUM 24 INCHES ABOVE THE STORMWATER POND 100-YEAR STORM EVENT.
5. MINIMUM LOT GRADING SLOPE IS 1.0% AND MUST BE DIRECTED TOWARD THE STREETS OR STORMWATER PONDS FOR POSITIVE DRAINAGE.
6. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT
7. ALL PEDESTRIAN CROSS WALK AREAS MUST MEET ADA GRADING REQUIREMENTS, CROSS-SLOPE MUST BE LESS THAN 2% AND LONGITUDINAL SLOPE (RUNNING SLOPE) MUST BE LESS THAN 5%.



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL
LICENSE
No 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Digitally signed by Melia L. Russell
DN: c=US, o=FLORIDA
MELISSA.RUSSELL@ZEVCOHEN.COM:1633313233
Ou=Zev Cohen and Associates, Inc.
Reason: I am the author of this document.
Location: You may verify the authenticity signed
Date: 2025.07.24 10:26:36 -04'00'
Adobe Acrobat Reader version: 2025.001.20720
MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
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SHEET: C15 OF 47

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LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 — PROPOSED GRADE
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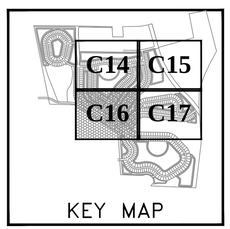
- PROPOSED FLOW DIRECTION
- A — PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C18 FOR STORMWATER STRUCTURE TABLES.
2. SEE SHEET C15 FOR TYPICAL SIDE YARD SWALE SECTION.
3. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
4. FINISH FLOOR ELEVATION (FFE) OF THE LOTS SHALL BE MINIMUM 12 INCHES ABOVE ADJACENT ROAD CROWN AND MINIMUM 24 INCHES ABOVE THE STORMWATER POND 100-YEAR STORM EVENT.
5. MINIMUM LOT GRADING SLOPE IS 1.0% AND MUST BE DIRECTED TOWARD THE STREETS OR STORMWATER PONDS FOR POSITIVE DRAINAGE.
6. ESTABLISHED FLOOD ELEVATION = EL. 22.86 FT
7. ALL PEDESTRIAN CROSS WALK AREAS MUST MEET ADA GRADING REQUIREMENTS, CROSS-SLOPE MUST BE LESS THAN 2% AND LONGITUDINAL SLOPE (RUNNING SLOPE) MUST BE LESS THAN 5%



KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303 | 270.683.1460
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 9583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

S:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CAD\PH3 PHASES 3 & 4\14-18_18169-PGD-PH3-4.DWG - PRINTED: 7/28/2025 2:29 PM

MATCHLINE - SEE SHEET C15

MATCHLINE - SEE SHEET C16

JEWEL BOX CIRCLE

MONACO BLVD

JUNONIA BLVD

FUTURE WILLIAMSON BLVD TRACT

CONTRACTOR TO GRADE OPEN SPACE AREA TO DRAIN TO ROADWAY

DA-16
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.25
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.43
25-YR 24-HR DHW = 24.33
100-YR 72-HR DHW = 25.04

DA-17
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.25
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.44
25-YR 24-HR DHW = 24.33
100-YR 72-HR DHW = 25.10

DA-18
PROPOSED WET DETENTION AREA
T.O.B. = EL.25.25
N.W.L. = EL.22.40
BOTTOM = EL.12.40
MEAN ANNUAL DHW = 23.44
25-YR 24-HR DHW = 24.32
100-YR 72-HR DHW = 25.11

AREA WITHIN SILT FENCE TO BE CLEARED

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- 38.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- (A) PROPOSED LOT GRADING TYPE

NOTES:
1. SEE SHEET C18 FOR STORMWATER STRUCTURE TABLES.
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KEY MAP
C14 C15
C16 C17

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 0583)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
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DRAWING FILE: 14-18_18169-PGD-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C17 OF 47

Digitally signed by Melia L. Russell
DN: CN=Melia L. Russell, C=US, E=melia@zevcohen.com, O=ZEV COHEN & ASSOCIATES, INC., OU=Engineering, ST=Florida
Location: Printed copies of this document are not considered signed and sealed and the electronic authentication code must be verified on any electronic copies.
Reason: I am the author of this document.
This item has been electronically signed, sealed and dated by Melia L. Russell, P.E. using a Sha1 with RSA encryption.
Date: 2025.07.07 20:35:49 -04'00'

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-15A	TYPE H INLET (2 OR 3 GRATES) – INDEX NO. 425-052	25.50	22.10 (SW) 24"x38" ERCP
ST-1	MES (24" X 38") – INDEX NO. 430-021	–	23.00 (NW) 24"x38" ERCP
ST-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	27.00	22.95 (SE) 24"x38" ERCP 22.95 (NW) 24"x38" ERCP
ST-3	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.98	22.60 (SE) 24"x38" ERCP 22.60 (NW) 24"x38" ERCP
ST-4	MANHOLE (84" DIA.) – INDEX NO. 425-001	26.60	22.00 (SE) 24"x38" ERCP 22.00 (NE) 24"x38" ERCP
ST 4-107	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.85 (E) 36" RCP 14.40 (W) 36" RCP
ST 4-110	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.12	18.10 (N) 24" RCP 18.10 (S) 24" RCP
ST 4-111	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	19.80 (NE) 24" RCP 19.00 (S) 24" RCP
ST 4-112	TYPE C INLET – INDEX NO. 425-052	25.25	20.00 (SW) 24" RCP
ST 4-113	TYPE C INLET – INDEX NO. 425-052	25.25	16.30 (E) 18" RCP 16.30 (N) 24" RCP
ST 4-114	TYPE C INLET – INDEX NO. 425-052	25.25	16.50 (W) 18" RCP
ST 4-115	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.34	19.35 (NE) 24"x38" ERCP 18.20 (SW) 42" RCP 18.20 (NW) 19"x30" ERCP
ST 4-116	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.40 (SE) 24" RCP 20.25 (SW) 24"x38" ERCP
ST 4-117	TYPE C INLET – INDEX NO. 425-052	25.25	20.55 (NW) 24" RCP
ST 4-118	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.10 (NE) 18" RCP 19.00 (SE) 19"x30" ERCP
ST 4-119	TYPE C INLET – INDEX NO. 425-052	25.25	20.25 (SW) 18" RCP
ST 10-1	MES (36") – INDEX NO. 430-021	19.23	15.90 (S) 36" RCP
ST 10-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.38	16.50 (N) 36" RCP 15.00 (S) 36" RCP 19.50 (W) 18" RCP 19.55 (E) 18" RCP
ST 10-3	TYPE C INLET – INDEX NO. 425-052	–	20.90 (S) 18" RCP 20.00 (E) 18" RCP
ST 10-4	TYPE C INLET – INDEX NO. 425-052	–	21.00 (N) 18" RCP
ST 10-5	TYPE C INLET – INDEX NO. 425-052	25.50	21.90 (S) 18" RCP 20.00 (W) 18" RCP
ST 10-6	TYPE C INLET – INDEX NO. 425-052	25.50	22.00 (N) 18" RCP
ST 10-7	MES (48") – INDEX NO. 430-021	19.82	15.40 (E) 48" RCP
ST 10-8	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	18.25 (E) 48" RCP 15.70 (W) 48" RCP
ST 11-1	MES (42") – INDEX NO. 430-021	18.28	14.40 (NW) 42" RCP
ST 11-2	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.55 (W) 36" RCP 14.55 (SE) 42" RCP 18.00 (E) 18" RCP
ST 11-3	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.00 (W) 36" RCP 15.00 (E) 36" RCP 16.40 (N) 30" RCP
ST 11-4	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.12	17.55 (E) 30" RCP 17.25 (S) 30" RCP
ST 11-5	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (N) 18" RCP 18.35 (W) 30" RCP 18.35 (E) 24" RCP
ST 11-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.86	19.30 (E) 24" RCP 19.30 (W) 24" RCP
ST 11-7	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	–	20.35 (N) 18" RCP 20.00 (W) 24" RCP
ST 11-8	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-9	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-10	MES (48") – INDEX NO. 430-021	19.88	15.40 (NE) 48" RCP
ST 11-11	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.50 (SW) 48" RCP 15.50 (E) 48" RCP
ST 11-12	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.90 (E) 48" RCP 15.90 (W) 48" RCP 16.60 (N) 30" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 11-13	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.23	18.30 (W) 30" RCP 17.00 (S) 30" RCP
ST 11-14	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (N) 18" RCP 18.95 (W) 24" RCP 18.95 (E) 30" RCP
ST 11-15	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (N) 18" RCP 20.00 (E) 24" RCP
ST 11-16	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-17	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 11-18	MES (36") – INDEX NO. 430-021	–	13.40 (W) 36" RCP
ST 12-1	MES (48") – INDEX NO. 430-021	–	15.40 (NW) 48" RCP
ST 12-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.60 (W) 48" RCP 15.60 (SE) 48" RCP
ST 12-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.00 (W) 48" RCP 16.00 (E) 48" RCP
ST 12-4	MES (24") – INDEX NO. 430-021	–	17.10 (N) 24" RCP
ST 12-5	TYPE C INLET – INDEX NO. 425-052	25.25	20.30 (N) 18" RCP 18.00 (S) 24" RCP
ST 12-6	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 12-7	MES (48") – INDEX NO. 430-021	20.28	15.90 (NE) 48" RCP
ST 12-8	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	16.05 (SW) 48" RCP 16.05 (E) 48" RCP
ST 12-9	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	18.00 (NE) 48" RCP 15.65 (W) 48" RCP
ST 12-10	MES (36") – INDEX NO. 430-021	–	14.40 (S) 36" RCP
ST 12-11	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.50	14.60 (SE) 36" RCP 14.60 (N) 36" RCP
ST 12-12	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.00 (SE) 18" RCP 15.00 (NW) 36" RCP 15.00 (NE) 30" RCP
ST 12-13	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.00 (S) 24" RCP 16.00 (SW) 30" RCP
ST 12-14	TYPE C INLET – INDEX NO. 425-052	25.25	16.15 (N) 24" RCP
ST 12-15	TYPE C INLET – INDEX NO. 425-052	25.25	20.15 (NW) 18" RCP
ST 12-16	MES (34" X 53") – INDEX NO. 430-021	–	17.40 (SW) 34"x53" ERCP
ST 13-1	MES (48") – INDEX NO. 430-021	–	15.40 (W) 48" RCP
ST 13-2	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	18.40 (W) 48" RCP 15.90 (E) 48" RCP
ST 13-3	MES (48") – INDEX NO. 430-021	–	15.00 (W) 48" RCP
ST 13-4	TYPE C INLET RISER WITH 72"X72"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	17.85 (SW) 48" RCP 15.50 (E) 48" RCP 17.80 (S) 30" RCP
ST 13-5	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.14	19.00 (S) 24" RCP 19.00 (N) 30" RCP
ST 13-6	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.30 (W) 18" RCP 20.00 (N) 24" RCP
ST 13-7	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (E) 18" RCP
ST 13-8	MES (18") – INDEX NO. 430-021	–	17.90 (N) 18" RCP
ST 13-9	TYPE C INLET – INDEX NO. 425-052	25.25	20.35 (N) 18" RCP 18.15 (S) 18" RCP
ST 13-10	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 13-11	MES (18") – INDEX NO. 430-021	–	17.90 (N) 18" RCP
ST 13-12	TYPE C INLET – INDEX NO. 425-052	25.25	20.35 (N) 18" RCP 18.15 (S) 18" RCP
ST 13-13	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (S) 18" RCP
ST 14-1	MES (36") – INDEX NO. 430-021	–	16.90 (N) 36" RCP
ST 14-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	25.50	17.10 (NW) 36" RCP 17.10 (S) 36" RCP
ST 14-3	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	19.80 (NW) 18" RCP 17.50 (SE) 36" RCP 18.90 (NE) 24" RCP
ST 14-4	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.73	19.70 (NE) 24" RCP 19.70 (SW) 24" RCP
ST 14-5	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	20.35 (NW) 18" RCP 20.00 (SW) 24" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 14-6	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (SE) 18" RCP
ST 14-7	TYPE C INLET – INDEX NO. 425-052	25.25	20.00 (SE) 18" RCP
ST 14-8	MES (48") – INDEX NO. 430-021	–	16.00 (W) 48" RCP
ST 14-9	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	16.15 (NW) 48" RCP 16.15 (E) 48" RCP
ST 14-10	MES (48") – INDEX NO. 430-021	–	13.40 (SE) 48" RCP
ST 14-11	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.00 (SE) 48" RCP 17.75 (SW) 24" RCP 14.00 (NW) 48" RCP
ST 14-12	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.40	18.60 (NE) 24" RCP 18.60 (SW) 24" RCP
ST 14-13	TYPE C INLET – INDEX NO. 425-052	25.25	20.40 (SE) 18" RCP 19.50 (NE) 24" RCP
ST 14-14	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (NW) 18" RCP
ST 14-15	MES (34" X 53") – INDEX NO. 430-021	–	17.40 (NE) 34"x53" ERCP
ST 15-1	MES (48") – INDEX NO. 430-021	–	13.40 (NW) 48" RCP
ST 15-2	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	14.15 (NW) 48" RCP 14.15 (SE) 48" RCP
ST 15-3	MES (36") – INDEX NO. 430-021	–	16.40 (SE) 36" RCP
ST 15-4	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.85 (SE) 24" RCP 17.80 (SW) 30" RCP 16.85 (NW) 36" RCP
ST 15-5	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.15	18.40 (NE) 30" RCP 18.40 (SW) 30" RCP
ST 15-6	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	21.10 (SE) 18" RCP 19.00 (NE) 30" RCP
ST 15-7	TYPE C INLET – INDEX NO. 425-052	25.25	21.25 (NW) 18" RCP
ST 15-8	TYPE C INLET – INDEX NO. 425-052	25.25	17.00 (NW) 24" RCP
ST 15-9	MES (48") – INDEX NO. 430-021	–	14.75 (SE) 48" RCP
ST 15-10	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	14.90 (SE) 48" RCP 14.90 (NW) 48" RCP
ST 15-11	MANHOLE (84" DIA.) – INDEX NO. 425-001	25.74	15.35 (NW) 48" RCP 18.20 (E) 48" RCP 15.35 (SW) 48" RCP
ST 15-12	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.22	18.55 (E) 30" RCP 18.55 (W) 48" RCP
ST 15-13	TYPE E INLET RISER WITH TYPE J BOTTOM	25.25	20.35 (S) 24" RCP 19.50 (W) 30" RCP
ST 15-14	TYPE C INLET – INDEX NO. 425-052	25.25	20.50 (N) 24" RCP
ST 16-1	MES (48") – INDEX NO. 430-021	–	14.40 (W) 48" RCP
ST 16-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	15.05 (W) 48" RCP 15.05 (E) 48" RCP
ST 16-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.60 (E) 48" RCP 15.60 (NW) 48" RCP
ST 16-4	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	15.75 (SE) 48" RCP 15.75 (NE) 48" RCP
ST 16-5	MES (48") – INDEX NO. 430-021	–	15.40 (S) 48" RCP
ST 16-6	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	20.35 (S) 24" RCP 17.80 (E) 30" RCP 18.20 (W) 30" RCP 16.00 (N) 48" RCP
ST 16-7	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	19.80 (SW) 24" RCP 19.50 (E) 30" RCP
ST 16-8	TYPE C INLET – INDEX NO. 425-052	26.00	20.00 (NE) 24" RCP
ST 16-9	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	20.90 (S) 24" RCP 19.00 (W) 30" RCP
ST 16-10	TYPE C INLET – INDEX NO. 425-052	26.00	21.00 (N) 24" RCP
ST 16-11	TYPE C INLET – INDEX NO. 425-052	26.00	20.50 (N) 24" RCP
ST 16-12	MES (48") – INDEX NO. 430-021	–	15.40 (SE) 48" RCP
ST 16-13	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.55 (NW) 48" RCP 15.55 (E) 48" RCP
ST 16-14	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.00 (W) 48" RCP 16.00 (E) 48" RCP
ST 17-1	MES (48") – INDEX NO. 430-021	–	15.40 (SW) 48" RCP
ST 17-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.25	15.60 (W) 48" RCP 15.60 (NE) 48" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 17-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.25	16.15 (W) 48" RCP 16.15 (E) 48" RCP 16.15 (N) 42" RCP
ST 17-4	MANHOLE (60" DIA.) – INDEX NO. 425-001	26.01	16.80 (N) 36" RCP 16.80 (S) 42" RCP
ST 17-5	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.24	17.20 (NW) 30" RCP 17.20 (S) 36" RCP
ST 17-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	25.71	17.65 (NW) 30" RCP 17.65 (SE) 30" RCP
ST 17-7	TYPE E INLET RISER WITH TYPE J BOTTOM	25.25	21.60 (S) 19"x30" ERCP 18.00 (SE) 30" RCP
ST 17-8	TYPE C INLET – INDEX NO. 425-052	25.25	21.75 (N) 19"x30" ERCP
ST 17-9	MES (48") – INDEX NO. 430-021	–	15.40 (S) 48" RCP
ST 17-10	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	15.65 (N) 48" RCP 15.65 (S) 48" RCP
ST 18-1	MES (48") – INDEX NO. 430-021	–	14.40 (NE) 48" RCP
ST 18-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	25.50	14.65 (NW) 48" RCP 14.65 (SW) 48" RCP
ST 18-3	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	26.00	15.75 (N) 48" RCP 15.30 (SE) 48" RCP 16.55 (W) 30" RCP
ST 18-4	MANHOLE (48" DIA.) – INDEX NO. 425-001	26.87	17.20 (W) 24" RCP 17.20 (E) 30" RCP
ST 18-5	TYPE C INLET – INDEX NO. 425-052	26.00	17.65 (N) 18" RCP 17.65 (E) 24" RCP
ST 18-6	TYPE C INLET – INDEX NO. 425-052	26.00	17.75 (S) 18" RCP
ST AC-1	TYPE C INLET – INDEX NO. 425-052	25.00	20.00 (S) 18" RCP
ST AC-2	TYPE C INLET – INDEX NO. 425-052	25.00	19.40 (W) 18" RCP
ST AC-3	TYPE C INLET – INDEX NO. 425-052	25.00	20.00 (SE) 18" RCP
ST AC-4	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	24.50	19.50 (NW) 18" RCP 19.50 (SE) 24" RCP 19.50 (SW) 18" RCP
ST AC-5	TYPE C INLET – INDEX NO. 425-052	24.50	18.80 (NW) 24" RCP 18.80 (SE) 24" RCP
ST AC-6	MES (24") – INDEX NO. 430-021	–	18.10 (NW) 24" RCP
ST AC-7	TYPE C INLET – INDEX NO. 425-052	24.50	20.00 (NE) 18" RCP

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS STORMWATER STRUCTURE TABLES

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 14-18_18169-PGD-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

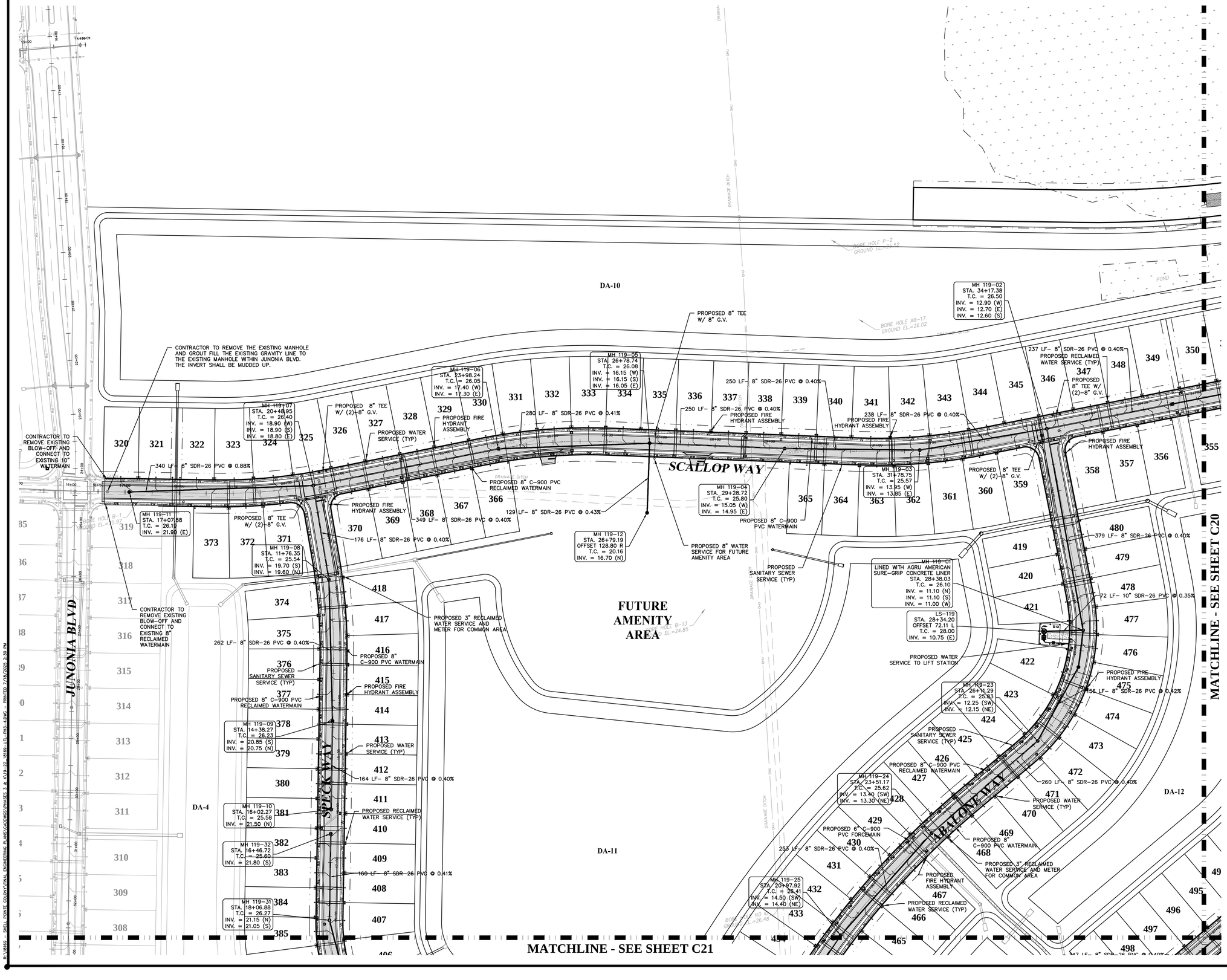
MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C18 OF 47

R:\18169 - SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADDWGS\PHASES 3 & 4\14-18_18169-PGD-PH3-4.DWG - PRINTED 7/18/2025 2:29 PM



0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6565)

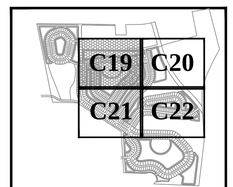
NO.	DATE	BY	SUBMITTALS/ REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW

DRAWING FILE: 19-22_18169-UTL-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG



KEY MAP

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C19 OF 47

R:\18169 — SHELL POINTE COVONTIAL ENGINEERING PLANS\CADD\XREFS\PHASES 3 & 4\19-22_18169-UTL-PH3-4.DWG — PRINTED 7/16/2025 2:30 PM

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

PROPOSED 12" TEE & (3)-12" G.V.

MH 119-21A
T.C. = 26.15
INV. = 16.50 E
INV. = 16.40 S

212 LF- 8" SDR-26 PVC @ 0.40%

PROPOSED 12" C-900 PVC WATERMAIN

212 LF- 8" SDR-26 PVC @ 0.40%

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

MH 119-21C
T.C. = 25.75
INV. = 18.30 W

LIMPET WAY

CONTRACTOR TO INSTALL 12" G.V. & TEMPORARY BLOW-OFF ON PROPOSED 12" STUB FOR FUTURE CONNECTION

MH 119-21B
T.C. = 25.80
INV. = 17.45 E
INV. = 17.35 W

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 12" TEE & (2)-12" G.V.

137 LF- 8" SDR-26 PVC @ 0.40%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 3" RECLAIMED WATER SERVICE AND METER FOR COMMON AREA

DA-10

566

565

DRAINAGE DITCH

MH 119-21
STA. 40+44.55
T.C. = 25.65
INV. = 15.85 (N)
INV. = 15.75 (S)

BORE HOLE AB-16
GROUND EL=25.94

212 LF- 8" SDR-26 PVC @ 0.40%

564

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12" TEE W/ 12"X8" REDUCER, 12" G.V. & 8" G.V.

MH 119-14
STA. 38+32.23
T.C. = 26.60
INV. = 14.90 (N)
INV. = 14.90 (S)
INV. = 14.80 (W)

352

351

350

SCALLOP WAY

563

562

PROPOSED 12" TEE W/ 12"X8" REDUCER, 12" G.V. & 8" G.V.

561

195 LF- 8" SDR-26 PVC @ 0.41%

BORE HOLE AB-15
GROUND EL=24.61

354

353

560

355

559

MH 119-15
STA. 36+37.23
T.C. = 25.65
INV. = 15.80 (S)
INV. = 15.70 (N)

481

558

195 LF- 8" SDR-26 PVC @ 0.41%

482

557

PROPOSED WATER SERVICE (TYP)

DA-13

MH 119-16
STA. 34+42.20
T.C. = 26.33
INV. = 16.70 (S)
INV. = 16.60 (N)

483

PROPOSED FIRE HYDRANT ASSEMBLY

556

484

555

485

554

225 LF- 8" SDR-26 PVC @ 0.40%

486

PROPOSED 12" C-900 PVC WATERMAIN

553

PROPOSED 12" C-900 PVC RECLAIMED WATERMAIN

487

552

DA-12

MH 119-17
STA. 32+16.28
T.C. = 25.61
INV. = 17.70 (SW)
INV. = 17.60 (N)

488

551

PROPOSED SANITARY SEWER SERVICE (TYP)

489

550

PROPOSED FIRE HYDRANT ASSEMBLY

183 LF- 8" SDR-26 PVC @ 0.41%

490

549

MH 119-18
STA. 30+32.73
T.C. = 26.35
INV. = 18.55 (SW)
INV. = 18.45 (NE)

491

548

492

547

PROPOSED RECLAIMED WATER SERVICE (TYP)

493

198 LF- 8" SDR-26 PVC @ 0.40%

546

494

545

495

544

MH 119-19
STA. 28+33.32
T.C. = 25.65
INV. = 19.45 (SW)
INV. = 19.35 (NE)

PROPOSED FIRE HYDRANT ASSEMBLY

543

542

5%

MATCHLINE - SEE SHEET C19

MATCHLINE - SEE SHEET C22

FUTURE WILLIAMSON BLVD TRACT

130'

25' WETLAND BUFFER (TYPICAL)

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- ⊗ PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

C19 C20
C21 C22

KEY MAP

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

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 19-22_18169-UTL-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=A01410D0000018D3E6550A00FF05, cn=Melia Lorraine Russell
Reason: I am the author of this document
Location: Contact the signing authority to verify the signed document. This text has been added automatically by Adobe Acrobat when using a third-party digital signature.
Date: 2025.07.24 15:39:54 -04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
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SHEET: C20 OF 47

R:\18169 - SHELL POINTE CONVENTIONAL ENGINEERING PLANS\CAD\ENGPHASES 3 & 4\19-22_18169-UTL-PH3-4.DWG - PRINTED 7/18/2025 3:30 PM

MATCHLINE - SEE SHEET C19

MATCHLINE - SEE SHEET C22

SPECK WAY

ARLONE WAY

MODENA WAY

MONACO BLVD

JUNONIA BLVD

DA-4 DA-11 DA-14 DA-15

PROPOSED FIRE HYDRANT ASSEMBLY

161 LF– 8" SDR–26 PVC @ 0.40%

146 LF– 8" SDR–26 PVC @ 0.41%

MH 119–30
STA. 19+69.83
T.C. = 25.85
INV. = 20.40 (N)
INV. = 20.30 (SE)

PROPOSED 8" C–900 PVC RECLAIMED WATERMAIN

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" C–900 PVC WATERMAIN

MH 119–29
STA. 21+17.74
T.C. = 25.75
INV. = 19.70 (NW)
INV. = 19.60 (SE)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED SANITARY SEWER SERVICE (TYP)

286 LF– 8" SDR–26 PVC @ 0.40%

PROPOSED WATER SERVICE (TYP)

MH 119–28
STA. 24+03.26
T.C. = 25.85
INV. = 18.45 (NW)
INV. = 18.35 (SE)

256 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED 8" TEE W/ (2) 8" G.V.

252 LF– 8" SDR–26 PVC @ 0.40%

MH 119–33
STA. 12+12.32
T.C. = 25.64
INV. = 21.75 (NE)

CONTRACTOR TO REMOVE THE EXISTING MANHOLE AND GROUT FILL THE EXISTING GRAVITY LINE TO THE EXISTING MANHOLE WITHIN JUNONIA BLVD. THE INVERT SHALL BE MUDDED UP.

CONTRACTOR TO REMOVE EXISTING BLOW–OFFS/CAPS AND CONNECT TO EXISTING 8" WATERMAIN, 8" RECLAIMED WATERMAIN & 6" FORCEMAIN

MH 119–26
STA. 18+57.11
T.C. = 26.02
INV. = 15.60 (SW)
INV. = 15.50 (NE)

241 LF– 8" SDR–26 PVC @ 0.42%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED WATER SERVICE (TYP)

PROPOSED 8" C–900 PVC WATERMAIN

PROPOSED 8" C–900 PVC RECLAIMED WATERMAIN

393 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" TEE W/ (2) 8" G.V.

MH 119–27
STA. 14+64.53
T.C. = 26.60
INV. = 20.75 (SW)
INV. = 17.30 (NW)
INV. = 17.20 (NE)

259 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED WATER SERVICE (TYP)

MH 116–25
STA. 16+22.27
T.C. = 31.36
INV. = 18.65 (NE)
INV. = 18.55 (SW)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED SANITARY SEWER SERVICE (TYP)

259 LF– 8" SDR–26 PVC @ 0.41%

CONTRACTOR TO REMOVE EXISTING BLOW–OFFS AND CONNECT TO EXISTING 12" WATERMAIN & 12" RECLAIMED WATERMAIN

CONTRACTOR TO REMOVE THE EXISTING MANHOLE AND GROUT FILL THE EXISTING GRAVITY LINE TO THE EXISTING MANHOLE WITHIN JUNONIA BLVD. THE INVERT SHALL BE MUDDED UP. REPAIR EXISTING ASPHALT ROADWAY AS NECESSARY.

MH 119–22
STA. 24+86.60
T.C. = 25.82
INV. = 20.85 (NE)

347 LF– 8" SDR–26 PVC @ 0.40%

MH 116–28
T.C. = 25.75
INV. = 21.95 SW

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 3" RECLAIMED WATER SERVICE AND METER FOR COMMON AREA

MH 116–27
STA. 21+49.30
T.C. = 26.38
INV. = 20.95 (NE)
INV. = 20.85 (SW)

253 LF– 8" SDR–26 PVC @ 0.40%

PROPOSED 12" C–900 PVC WATERMAIN

PROPOSED RECLAIMED WATER SERVICE (TYP)

MH 116–26
STA. 19+81.27
T.C. = 25.69
INV. = 19.80 (NE)
INV. = 19.70 (SW)

259 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12" C–900 PVC RECLAIMED WATERMAIN

259 LF– 8" SDR–26 PVC @ 0.41%

MH 118–21
STA. 30+41.44
T.C. = 26.22
INV. = 20.20 (SW)
INV. = 20.10 (E)

161 LF– 8" SDR–26 PVC @ 0.40%

MH 118–22
STA. 28+79.68
T.C. = 25.72
INV. = 20.95 (SW)
INV. = 20.85 (NE)

161 LF– 8" SDR–26 PVC @ 0.40%

PROPOSED 10" C–900 PVC RECLAIMED WATERMAIN

PROPOSED 6" C–900 PVC FORCEMAIN

PROPOSED 10" C–900 PVC WATERMAIN

PROPOSED WATER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

317 LF– 8" SDR–26 PVC @ 0.41%

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED SANITARY SEWER SERVICE (TYP)

MH 118–23
STA. 25+63.11
T.C. = 26.08
INV. = 22.25 (NE)

CONTRACTOR TO REMOVE EXISTING BLOW–OFFS/CAPS AND CONNECT TO EXISTING 10" WATERMAIN, 10" RECLAIMED WATERMAIN & 6" FORCEMAIN

BORE HOLE B–8 GROUND ELEV.=25.20

BORE HOLE B–8 GROUND ELEV.=24.11

DRAINAGE DITCH

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR–26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

C19 C20 C21 C22

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS UTILITY PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 19-22_18169-UTL-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL
LICENSE
No 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=Not a valid email address, cn=Melia L Russell
Reason: I am the author of this document
Location: Contact me: Melia Russell, PE, Florida License No. 68357 Not valid without signature and seal
Date: 2025.07.24 15:39:56-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C21 OF 47

R:\18169 — SHELL POINTE CONVENTIONAL ENGINEERING PLANS\CADD\ECS\PHASES 3 & 4\19-22_18169-UTL-PH3-4.DWG — PRINTED 7/15/2025 5:31 PM

MATCHLINE - SEE SHEET C20

MATCHLINE - SEE SHEET C21

MATCHLINE - SEE SHEET C19

INV. = 19.35 (NE)

FUTURE WILLIAMSON BLVD TRACT

130

0 40 80 120 160

SCALE : 1" = 80'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE TO BE SDR-26 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. FIRE HYDRANTS SHALL BE SET 2 FT FROM BACK OF SIDEWALK.

MH 118-01
LINED WITH AGRU AMERICAN SURE-GRIP CONCRETE LINER
STA. 12+87.83
T.C. = 25.80
INV. = 13.60 (NE)
INV. = 12.55 (SW)
INV. = 12.45 (SE)

MH 118-02
STA. 13+46.80
T.C. = 26.05
INV. = 14.10 (E)
INV. = 14.00 (SW)

MH 118-03
STA. 14+92.85
T.C. = 26.44
INV. = 15.10 (E)
INV. = 15.00 (W)

MH 118-04
STA. 17+66.07
T.C. = 25.64
INV. = 16.60 (E)
INV. = 16.50 (W)

MH 118-05
STA. 21+28.26
T.C. = 26.72
INV. = 18.15 (E)
INV. = 18.05 (W)

MH 118-06
STA. 23+97.12
T.C. = 25.65
INV. = 19.35 (SE)
INV. = 19.25 (W)

MH 118-07
STA. 25+32.56
T.C. = 25.89
INV. = 20.00 (SE)
INV. = 19.90 (NW)

MH 118-08
STA. 26+66.39
T.C. = 26.42
INV. = 20.65 (S)
INV. = 20.55 (NW)

MH 118-09
STA. 27+83.55
T.C. = 26.19
INV. = 21.25 (S)
INV. = 21.15 (N)

MH 118-10
STA. 29+16.22
T.C. = 25.64
INV. = 21.80 (N)

MH 118-11
STA. 12+39.33
T.C. = 25.59
INV. = 12.85 (S)
INV. = 12.75 (NE)

MH 118-12
STA. 11+14.14
T.C. = 26.01
INV. = 13.45 (S)
INV. = 13.35 (N)

MH 118-13
STA. 32+03.23
T.C. = 27.30
INV. = 14.00 (E)
INV. = 19.45 (W)
INV. = 13.90 (N)

MH 118-14
STA. 33+92.70
T.C. = 26.55
INV. = 14.85 (E)
INV. = 14.75 (W)

MH 118-15
STA. 37+58.81
T.C. = 26.84
INV. = 16.40 (E)
INV. = 16.30 (W)

MH 118-16
STA. 41+25.12
T.C. = 26.98
INV. = 17.95 (E)
INV. = 17.85 (W)

MH 118-17
STA. 44+73.57
T.C. = 27.65
INV. = 19.45 (E)
INV. = 19.35 (W)

MH 118-18
STA. 47+27.75
T.C. = 26.58
INV. = 20.60 (E)
INV. = 20.50 (W)

MH 118-19
STA. 48+86.52
T.C. = 27.06
INV. = 21.40 (NE)
INV. = 21.30 (W)

MH 118-20
STA. 50+33.62
T.C. = 26.64
INV. = 22.06 (SW)

LS-118
STA. 12+77.46
T.C. = 28.00
INV. = 12.20 (NW)

PROPOSED 6" C-900 PVC FORCEMAIN

PROPOSED 8" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 10" C-900 PVC RECLAIMED WATERMAIN

PROPOSED 10" C-900 PVC WATERMAIN

PROPOSED RECLAIMED WATER SERVICE (TYP)

PROPOSED WATER SERVICE (TYP)

PROPOSED SANITARY SEWER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 3" RECLAIMED WATER SERVICE AND METER FOR COMMON AREA

CONTRACTOR TO INSTALL 10" G.V. & 2" TEMPORARY BLOW-OFF FOR FUTURE CONNECTION

PROPOSED 10"X8" TEE, 10" G.V. & 8" G.V.

144 LF- 8" SDR-26 PVC @ 0.62%
59 LF- 8" SDR-26 PVC @ 0.68%
74 LF- 10" SDR-26 PVC @ 0.34%
48 LF- 8" SDR-26 PVC @ 0.41%
124 LF- 8" SDR-26 PVC @ 0.40%
366 LF- 8" SDR-26 PVC @ 0.40%
362 LF- 8" SDR-26 PVC @ 0.40%
268 LF- 8" SDR-26 PVC @ 0.41%
134 LF- 8" SDR-26 PVC @ 0.41%
132 LF- 8" SDR-26 PVC @ 0.42%
116 LF- 8" SDR-26 PVC @ 0.43%
133 LF- 8" SDR-26 PVC @ 0.41%
147 LF- 8" SDR-26 PVC @ 0.41%
158 LF- 8" SDR-26 PVC @ 0.44%
253 LF- 8" SDR-26 PVC @ 0.41%
348 LF- 8" SDR-26 PVC @ 0.40%
366 LF- 8" SDR-26 PVC @ 0.40%
188 LF- 8" SDR-26 PVC @ 0.40%
114 LF- 8" SDR-26 PVC @ 0.40%
273 LF- 8" SDR-26 PVC @ 0.51%

JEWELBOX CIRCLE

MONACO BLVD

JUNONIA BLVD

DA-16

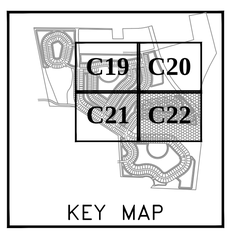
DA-17

DA-18

BORE HOLE AB-1 GROUND EL.=25.27

BORE HOLE AB-2 GROUND EL.=24.53

BORE HOLE AB-3 GROUND EL.=25.19



KEY MAP

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
UTILITY PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 19-22_18169-UTL-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C22 OF 47

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KEY MAP

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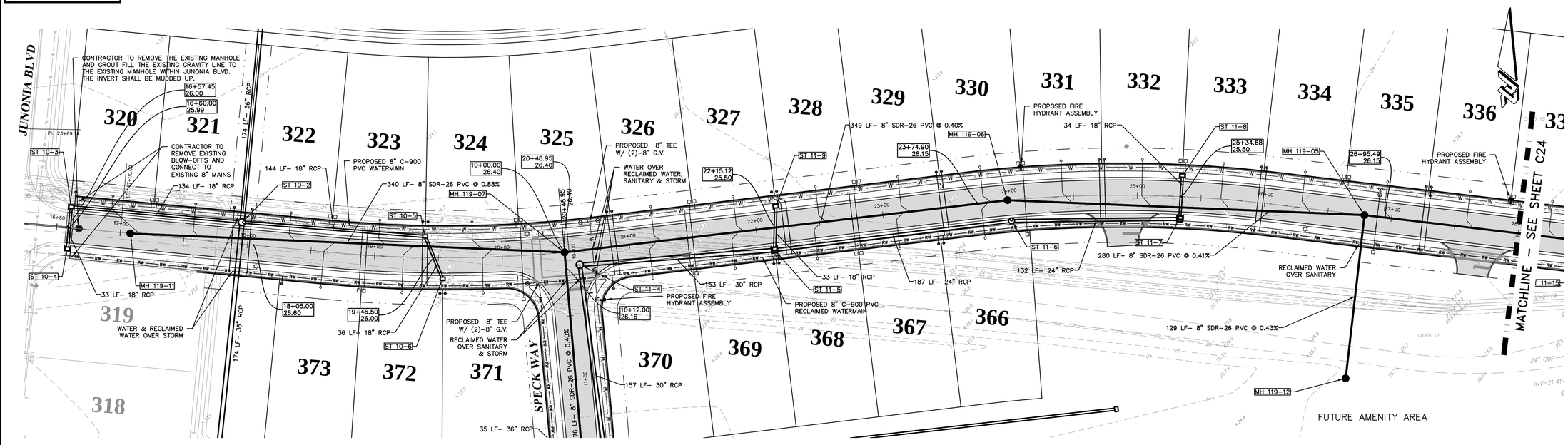
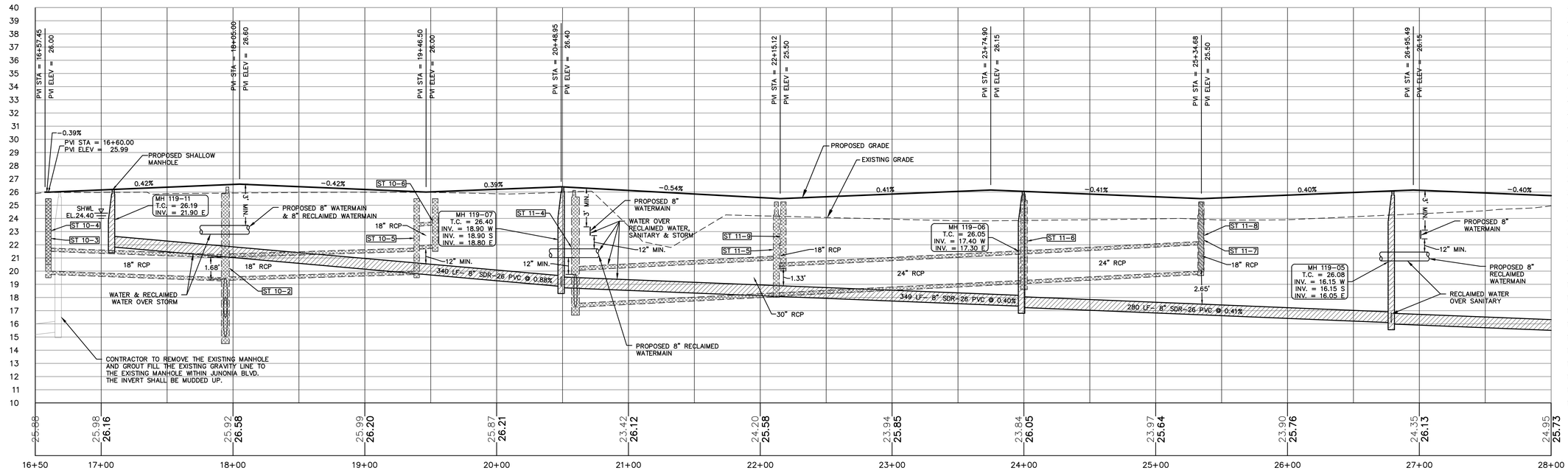
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



SCALLOP WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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(LC 42)
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREF'S: ##########
XREF'S: ##########

MELIA L. RUSSELL P.E. No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L. Russell
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SHEET: C23 OF 47

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KEY MAP

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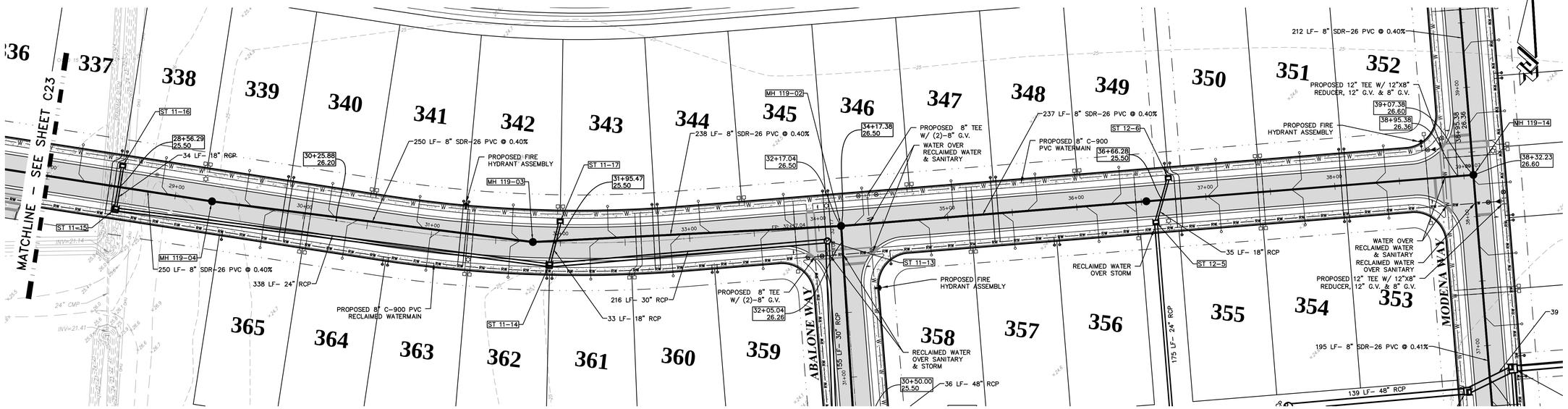
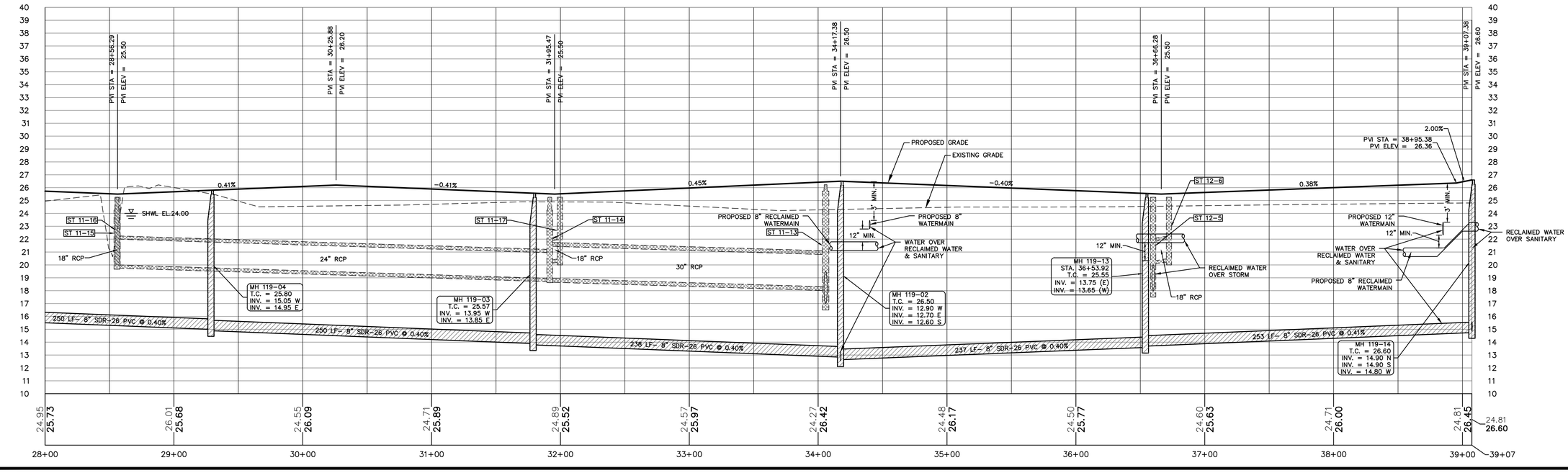
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



SCALLOP WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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PLANNING
TRANSPORTATION
(LC 42)
(EB 0263)

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREF'S: ##########
XREF'S: ##########

MELIA L. RUSSELL
LICENSE
No. 68357
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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KEY MAP

LEGEND:

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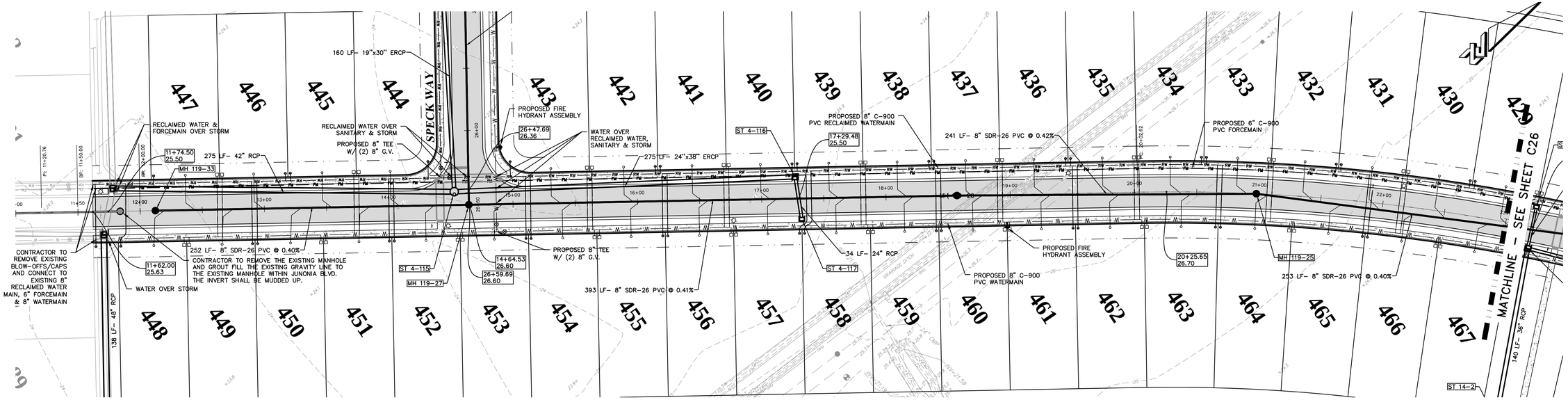
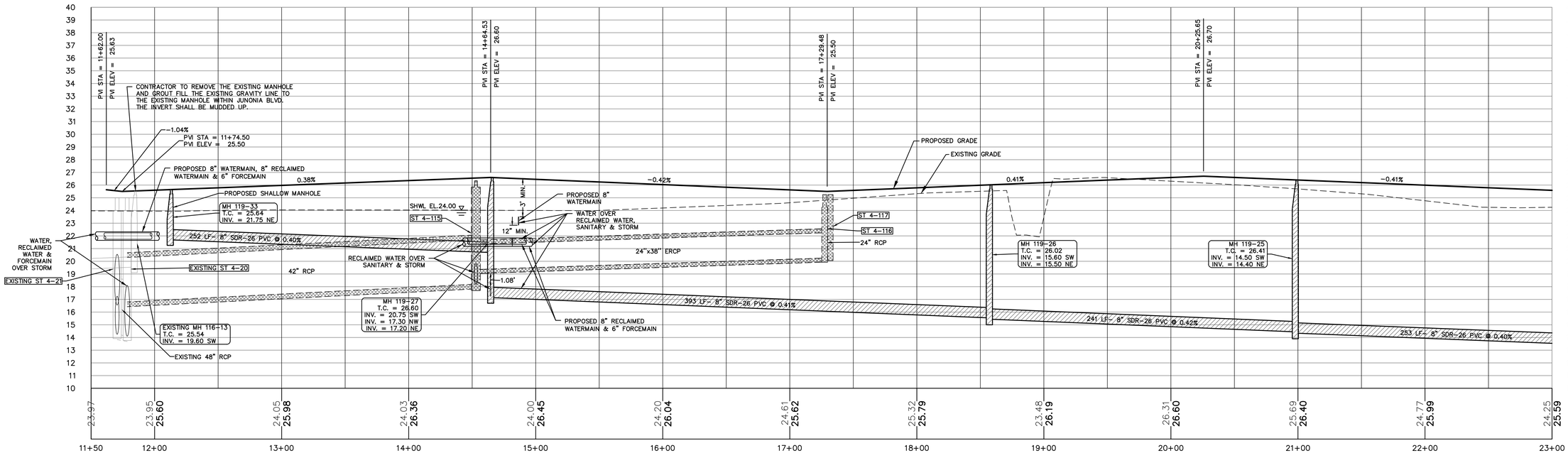


ABALONE WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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CIVIL ENGINEERING
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PLANNING
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(LC 42)
(EB 0518)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREF'S: ##########
XREF'S: ##########

MELIA L. RUSSELL LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

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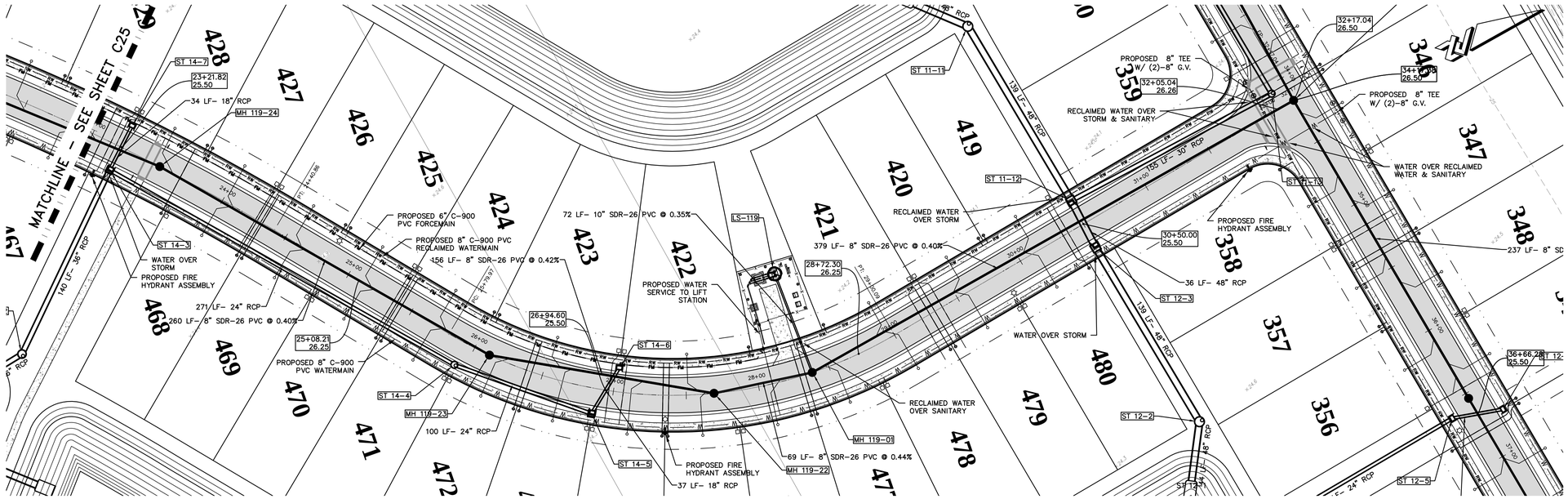
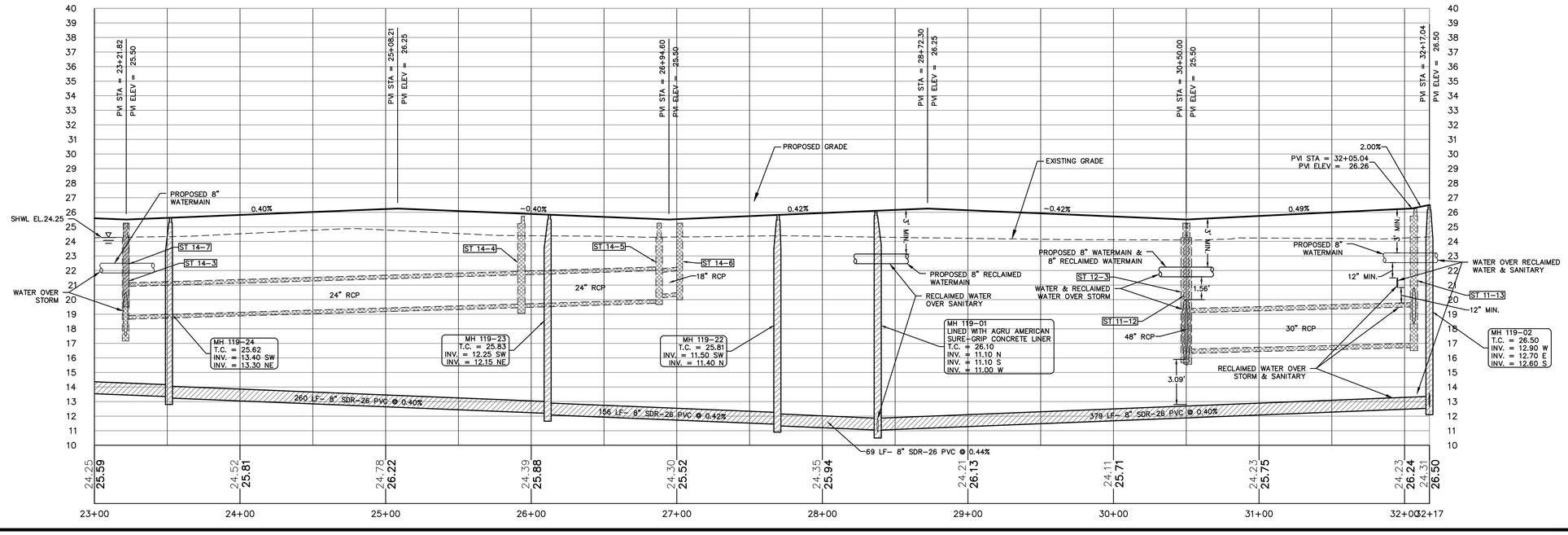


ABALONE WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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(EB 0583)

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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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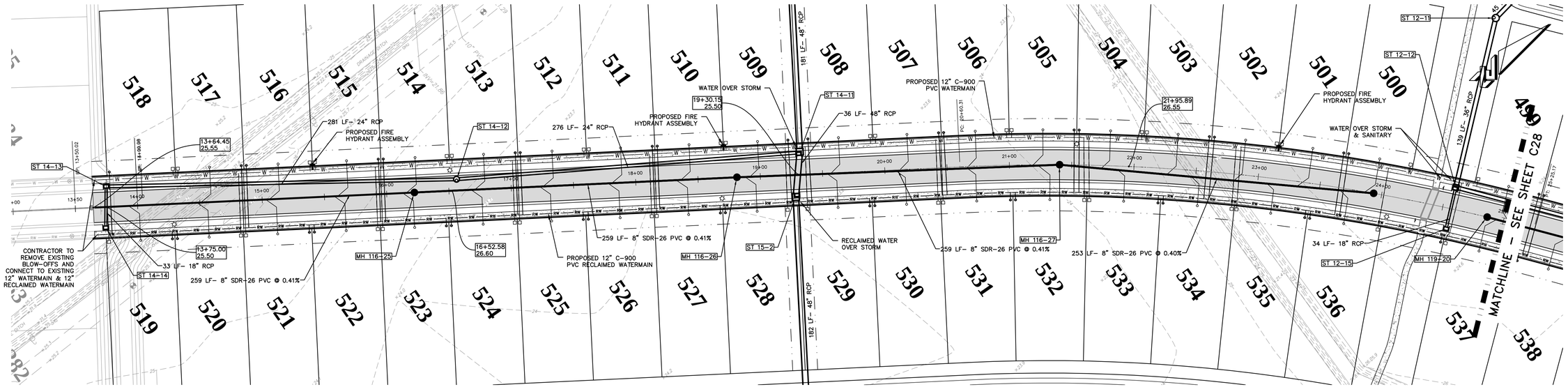

MODENA WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
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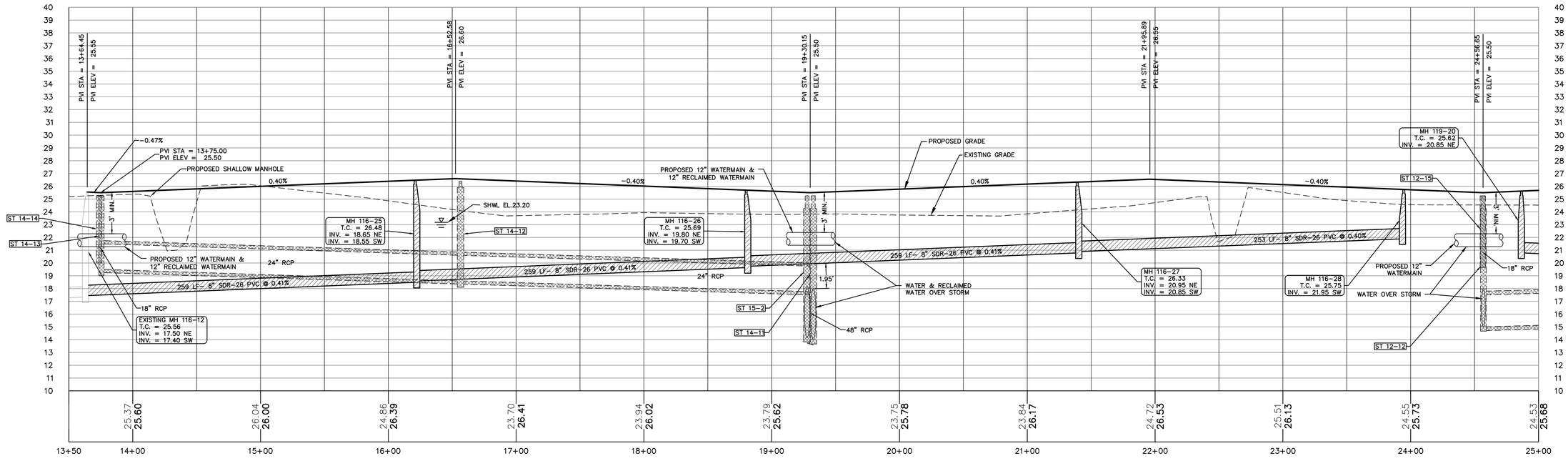

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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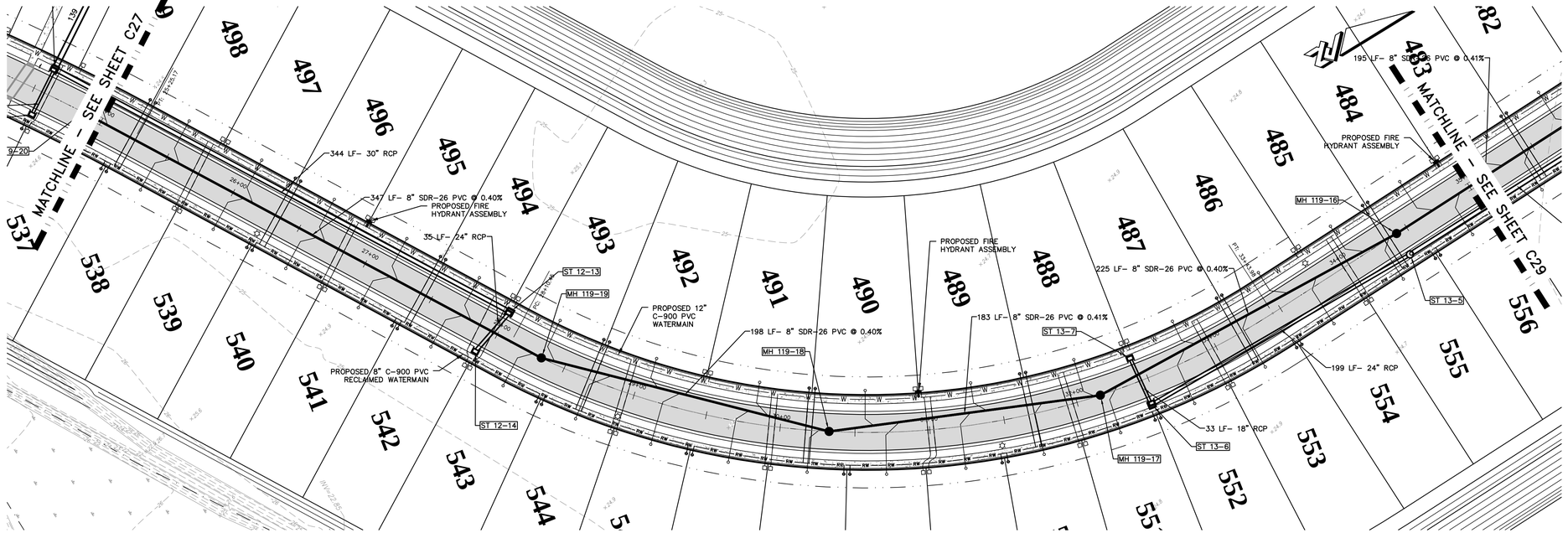

MODENA WAY PLAN & PROFILE

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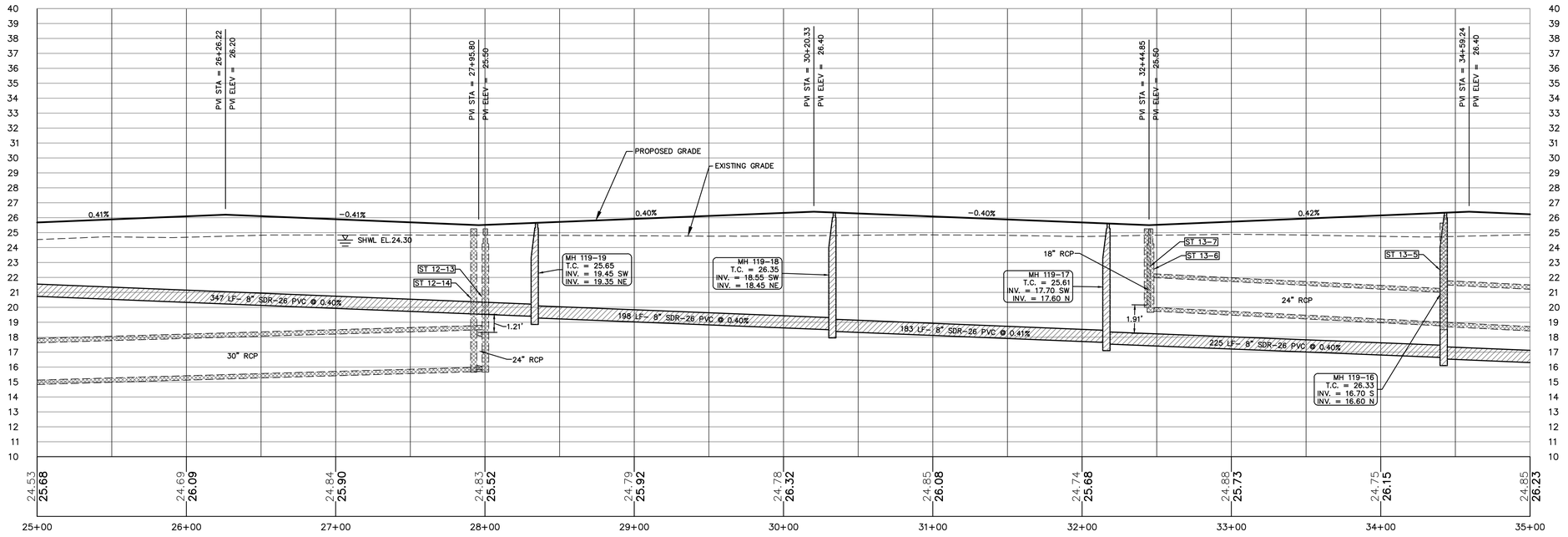

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PLANNING
TRANSPORTATION
(LC-42)
(EB-0518)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELLA L. RUSSELL
LICENSE
No. 68357
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Mella L. Russell
DN: C=US, E=mella.l.russell@[illegible], O=Zev Cohen and Associates, Inc, OU=Civil, CN=Mella L. Russell
Reason: I am the author of this document
Location: Call the author at the above email
Contact info: The author of this document has digitally signed
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KEY MAP

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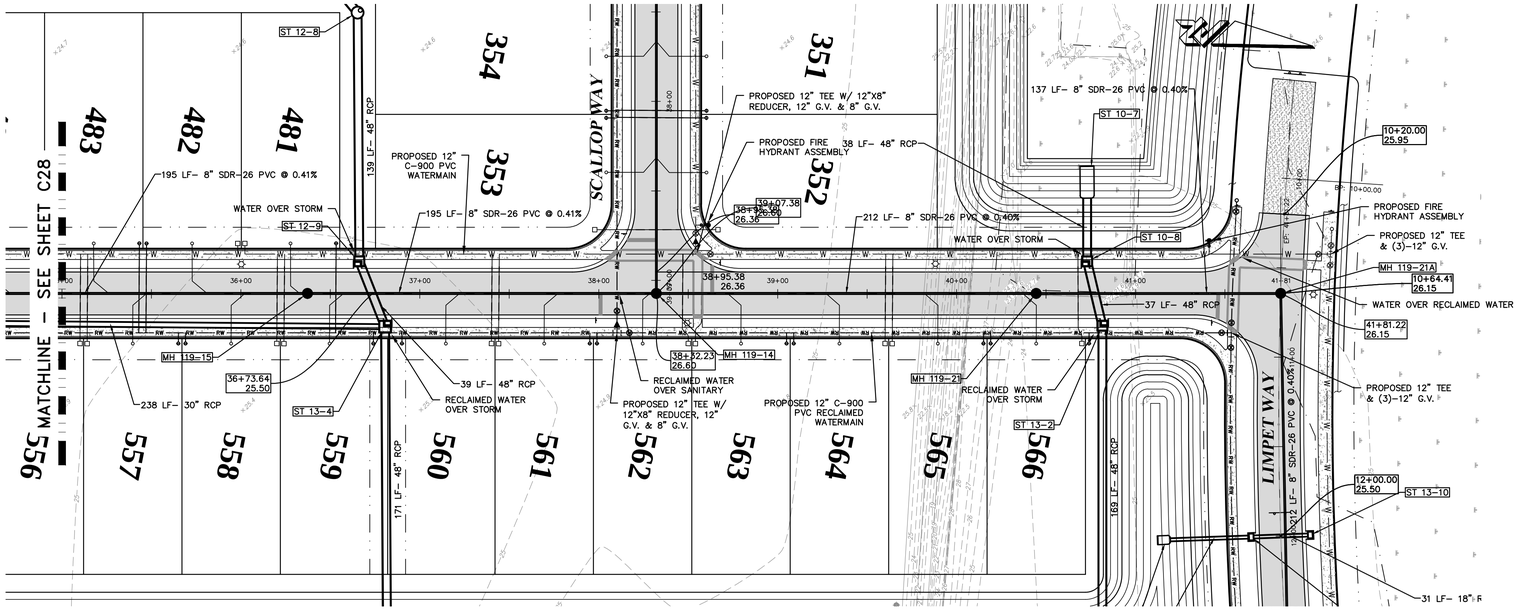
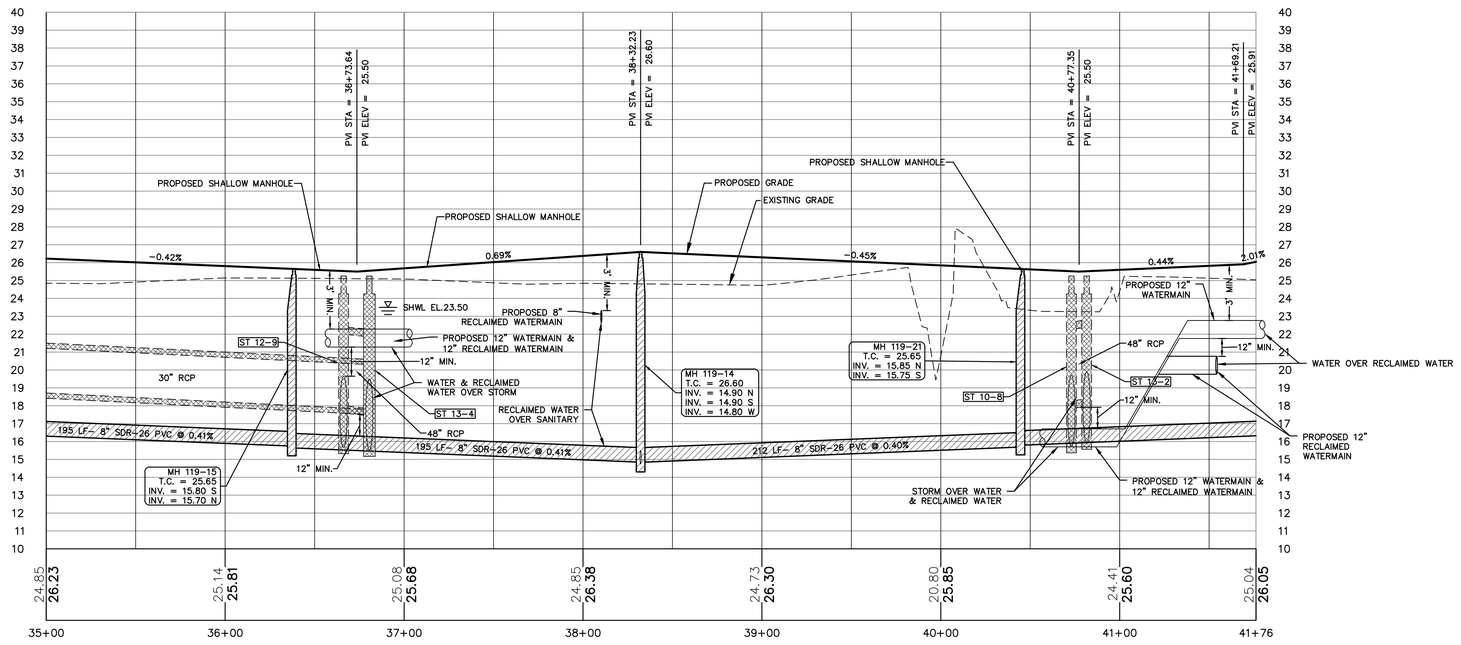


MODENA WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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(LC 42)
(EB 4593)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
XREFS: ##########

MELLA L. RUSSELL LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

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DN: C=US, E=mella.l.russell@gmail.com, O=Zev Cohen and Associates, Inc, OU=Civil Engineering, CN=Mella L. Russell
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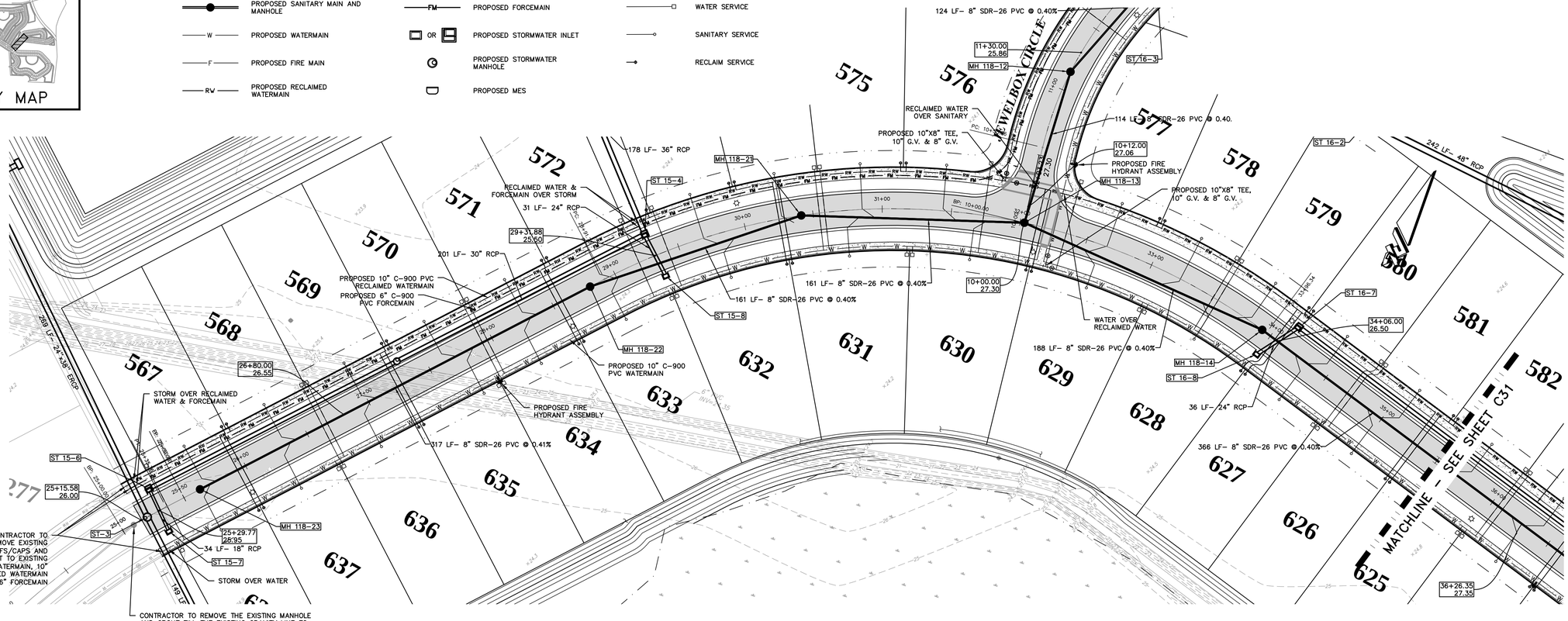
KEY MAP

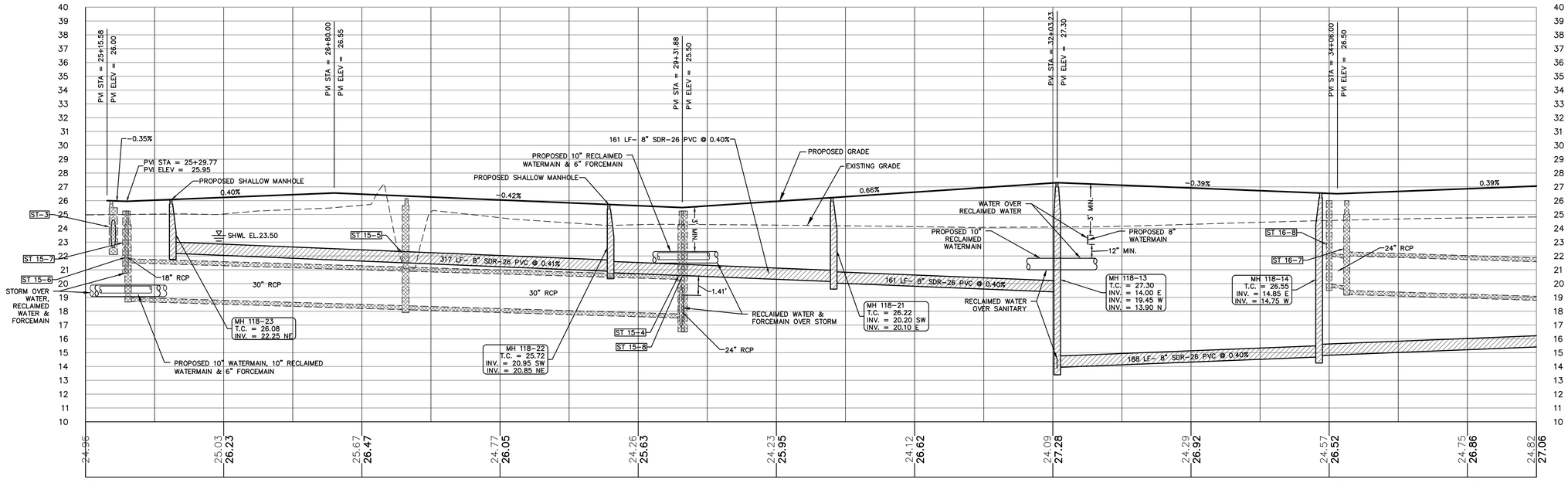
LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
- RECLAIM SERVICE



MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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(LC 42)
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NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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XREFS: ##########

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SHEET: C30 OF 47

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KEY MAP

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- PROPOSED MES
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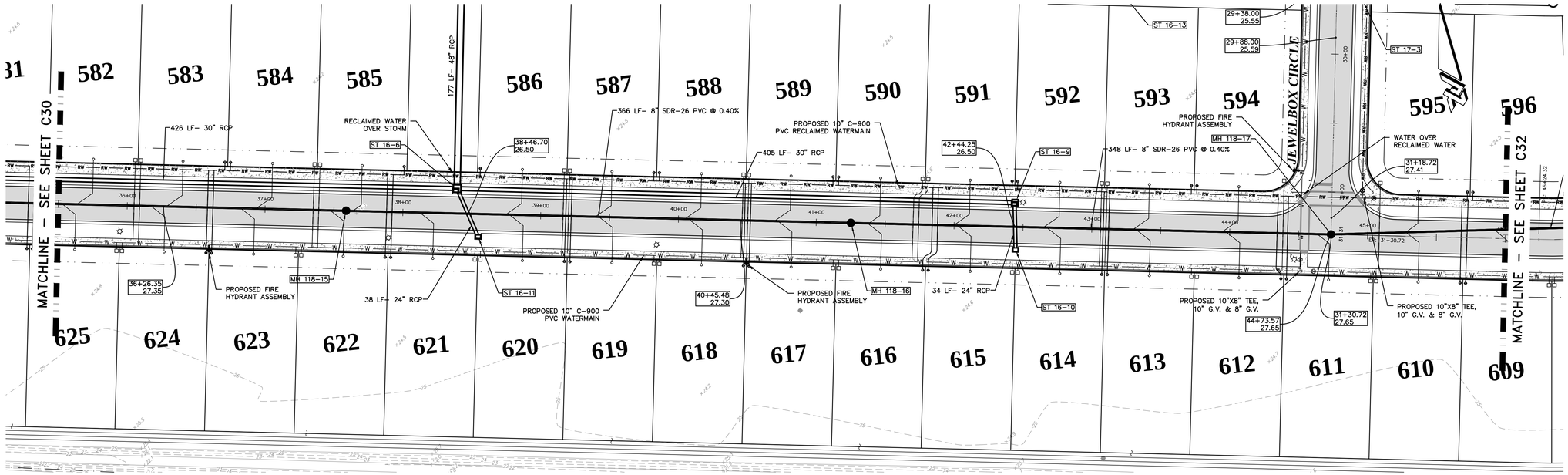
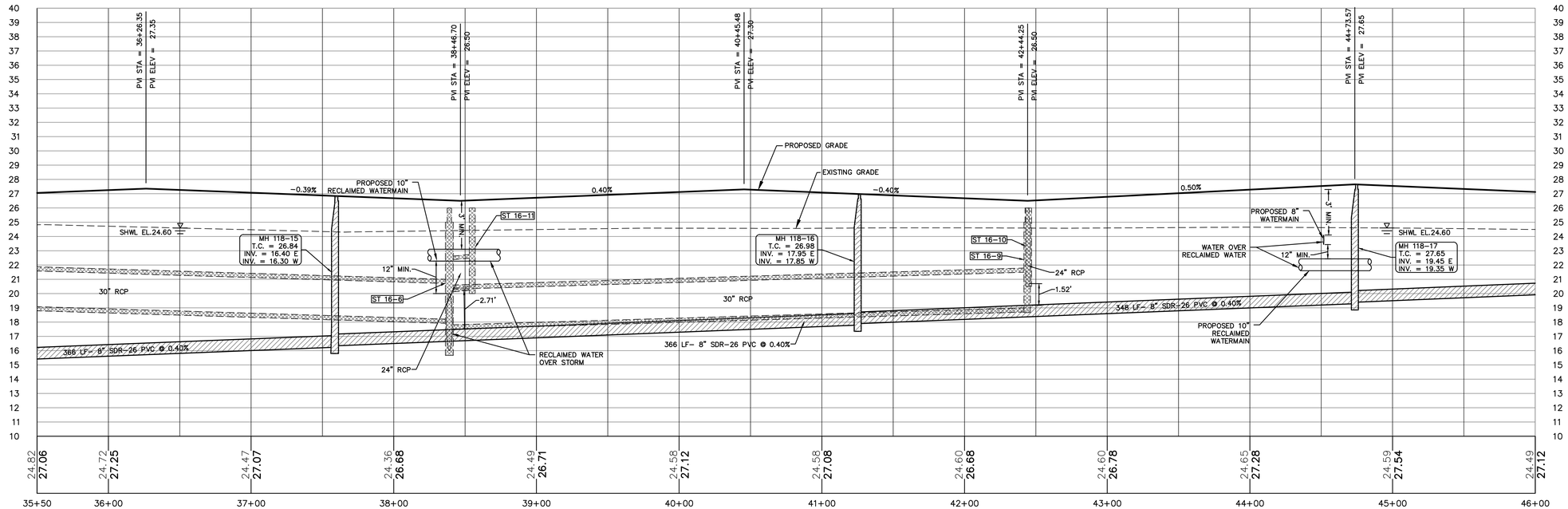


MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 8583)

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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
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CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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KEY MAP



LEGEND:

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- PROPOSED MES
- WATER SERVICE
- SANITARY SERVICE
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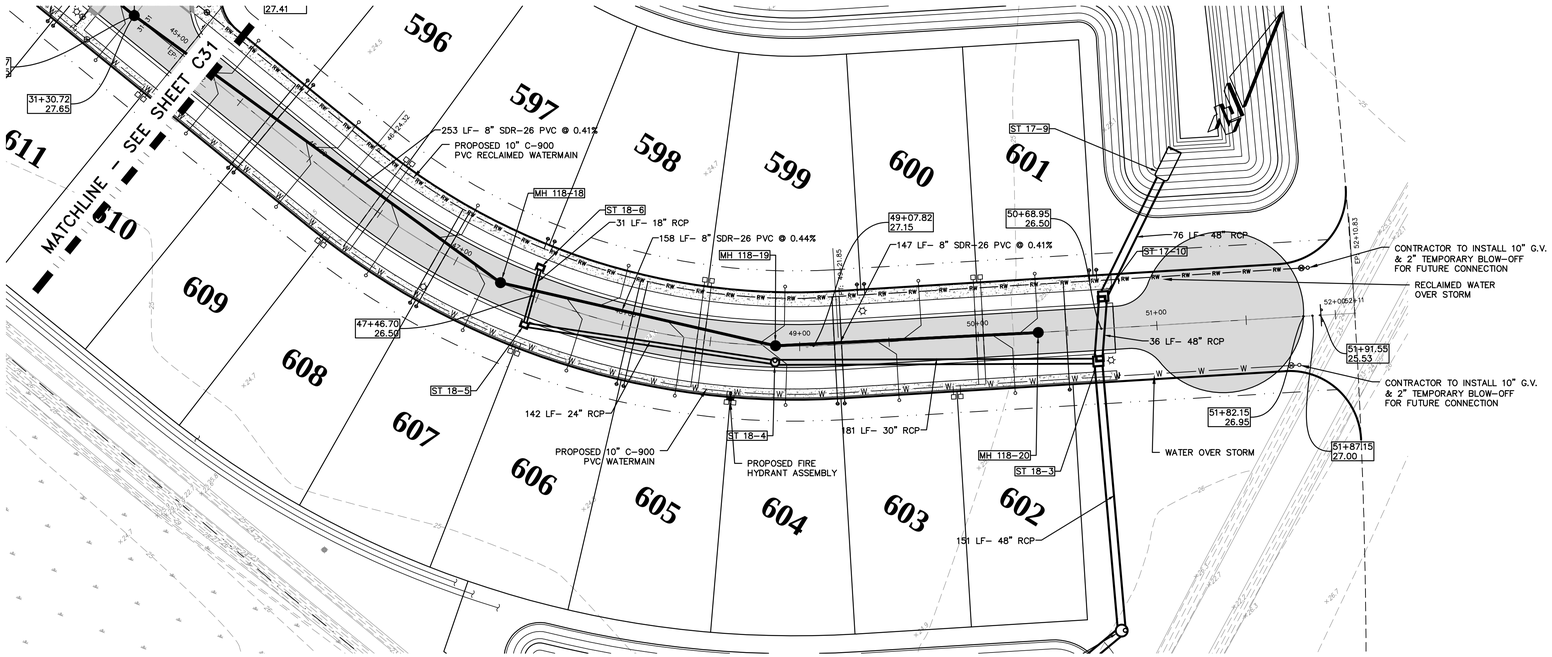
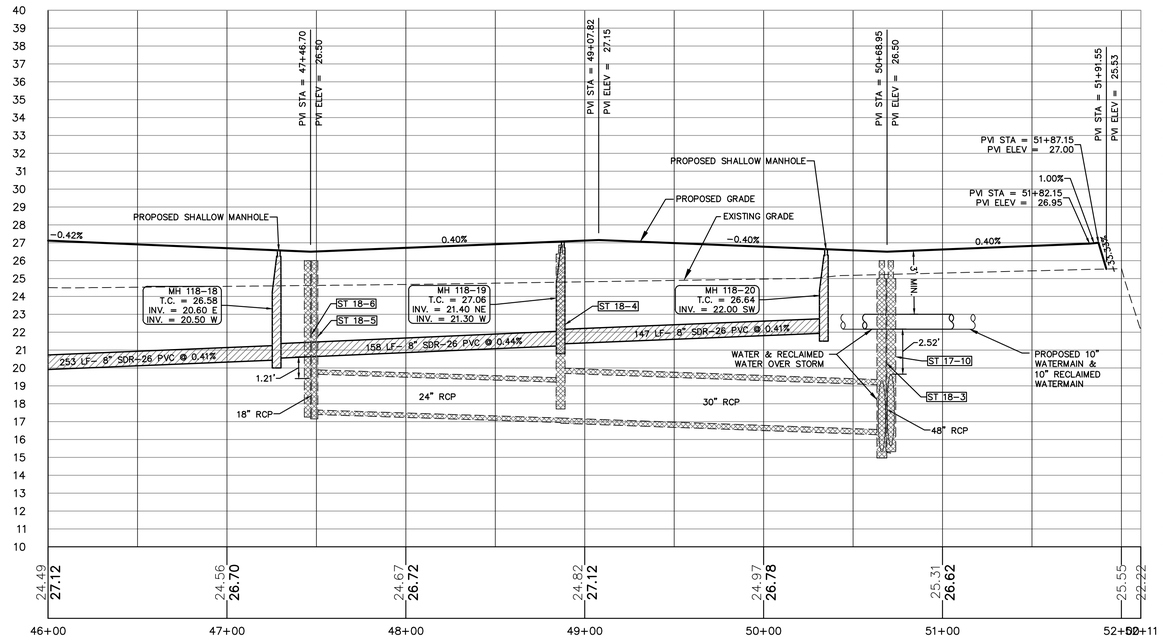


MONACO BLVD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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TRANSPORTATION
(LC 42)
(EB 8583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
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MELLA L. RUSSELL
LICENSE
No. 68357
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Mella L. Russell
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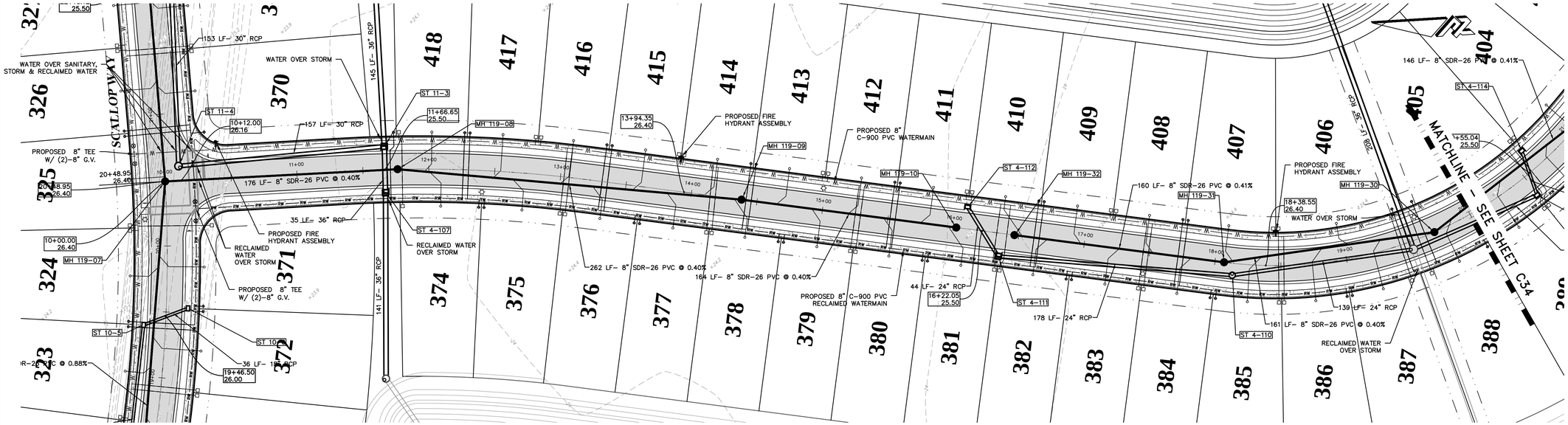
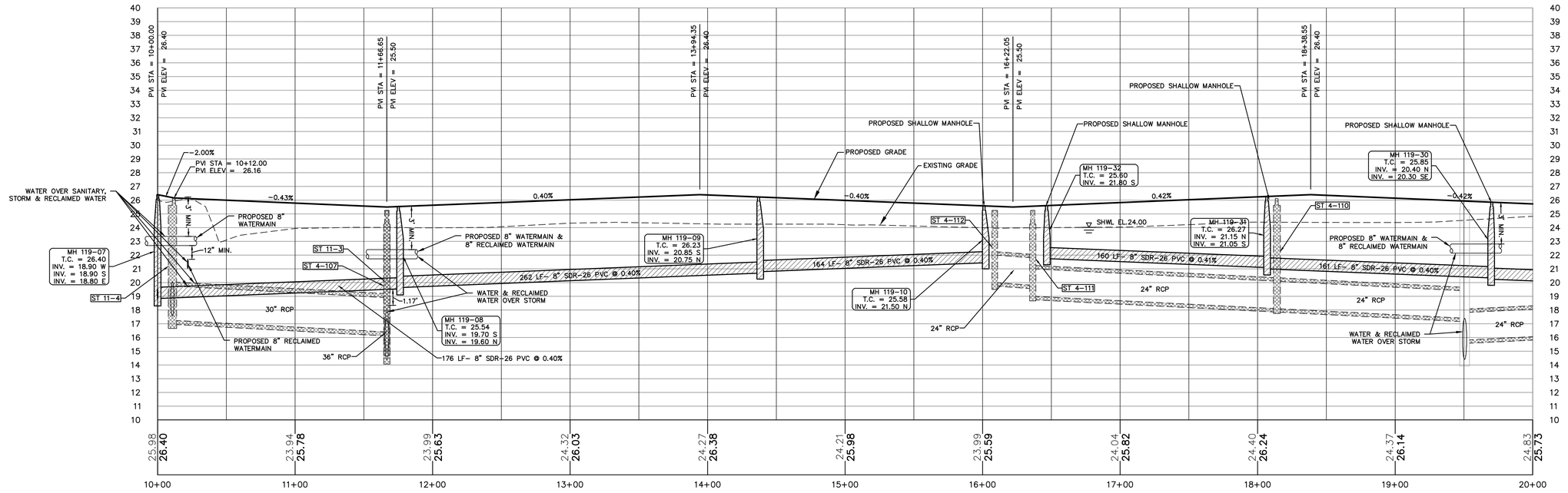


SPECK WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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CIVIL ENGINEERING
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PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREF'S: ##########
XREF'S: ##########

MELIA L. RUSSELL No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
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KEY MAP

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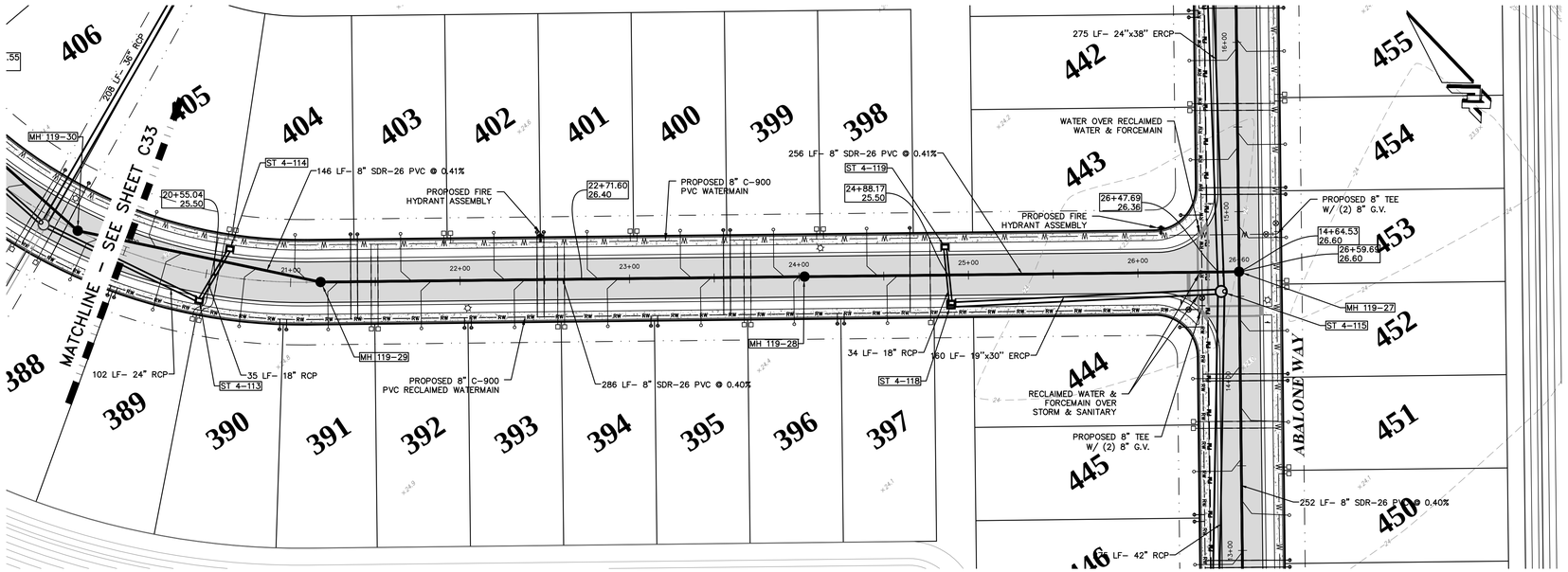
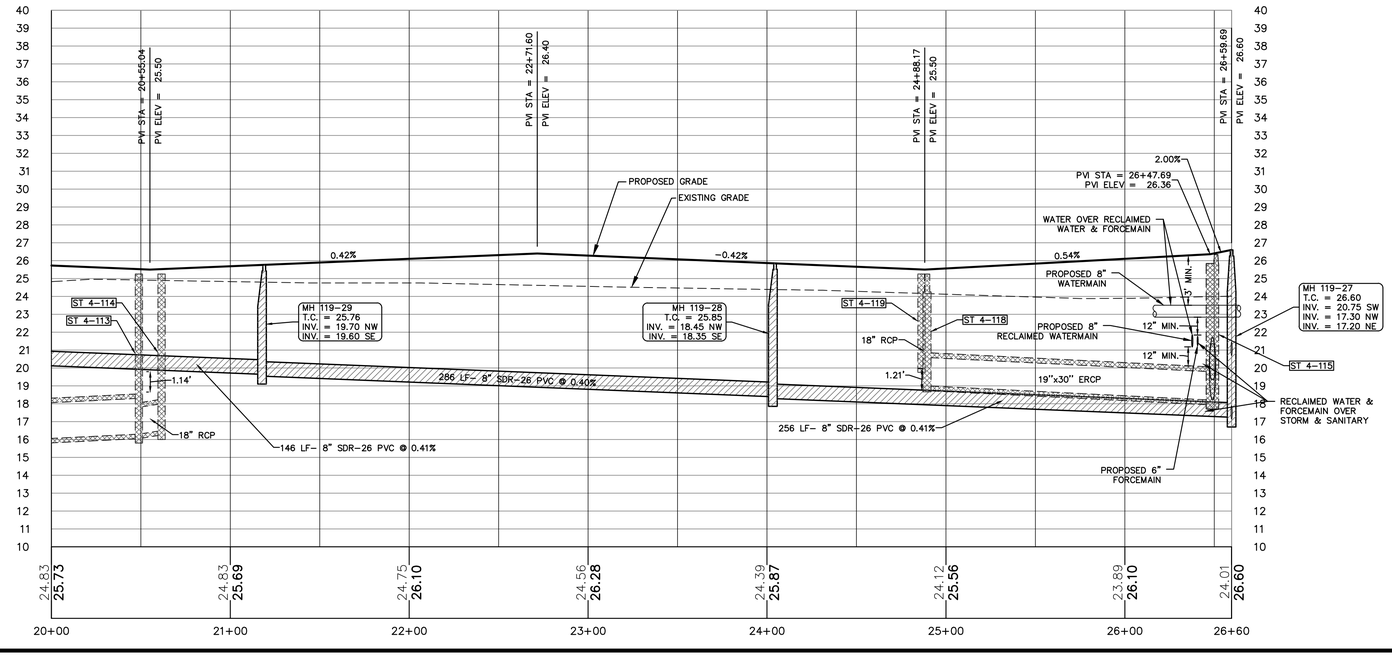


SPECK WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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MELIA L. RUSSELL P.E. No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

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KEY MAP

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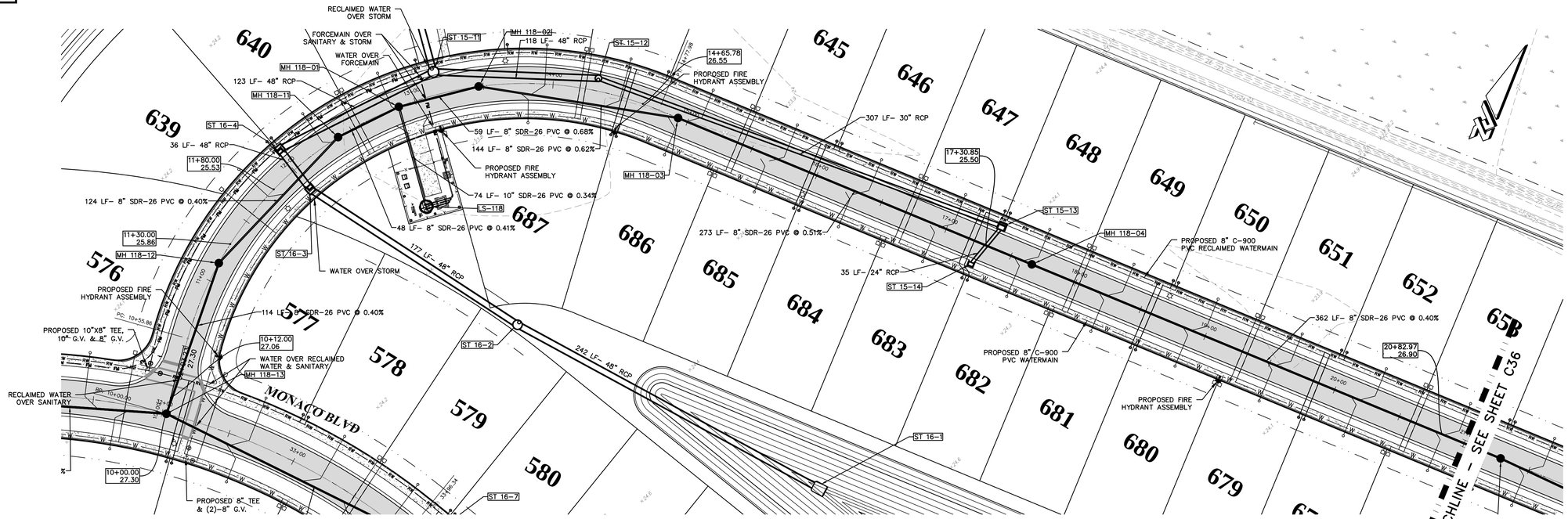
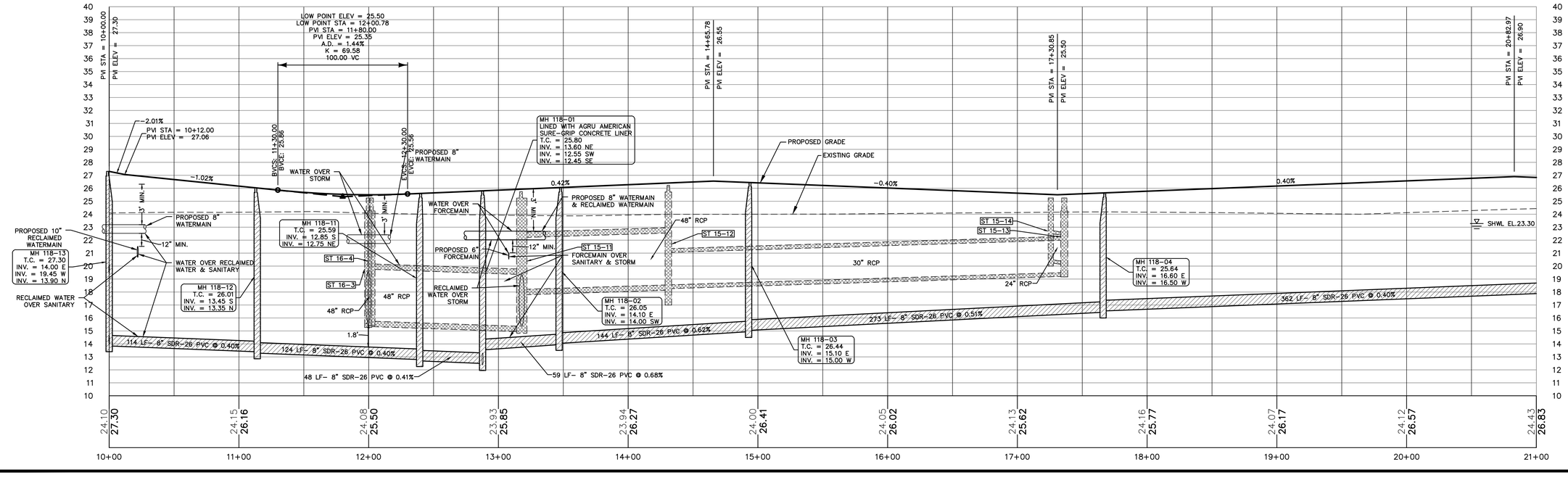


JEWELBOX CIRCLE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
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KEY MAP

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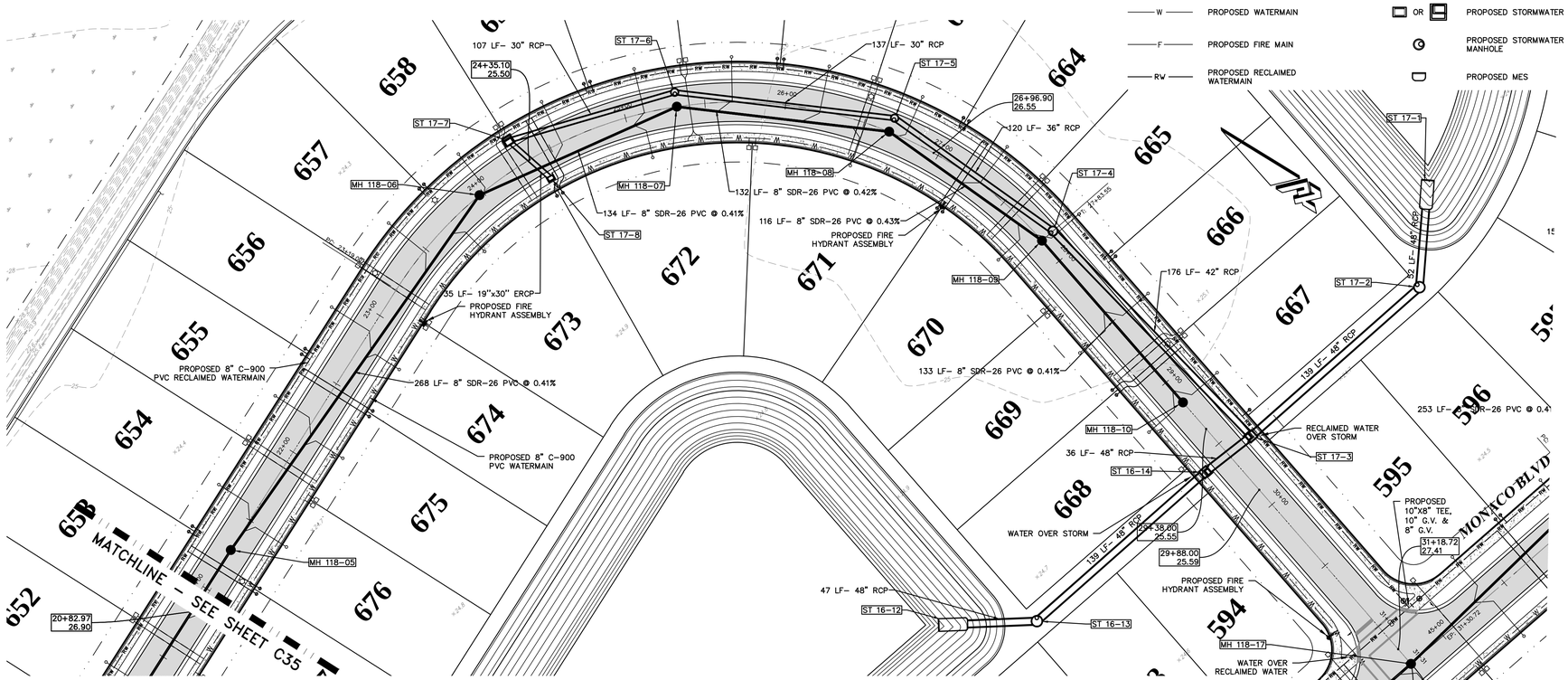

JEWELBOX CIRCLE PLAN & PROFILE

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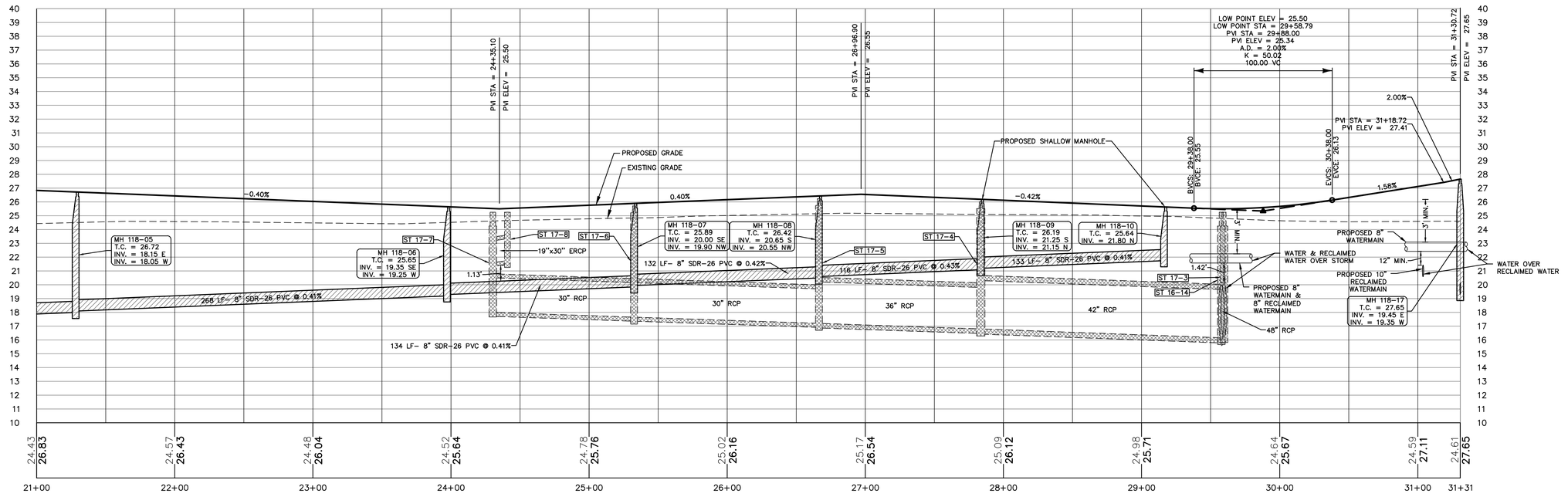
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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PLANNING
TRANSPORTATION
(LC 42)
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
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DRAWING FILE: 23-37_18169-PP-PH3-4
XREFS: ##########
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MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C36 OF 47

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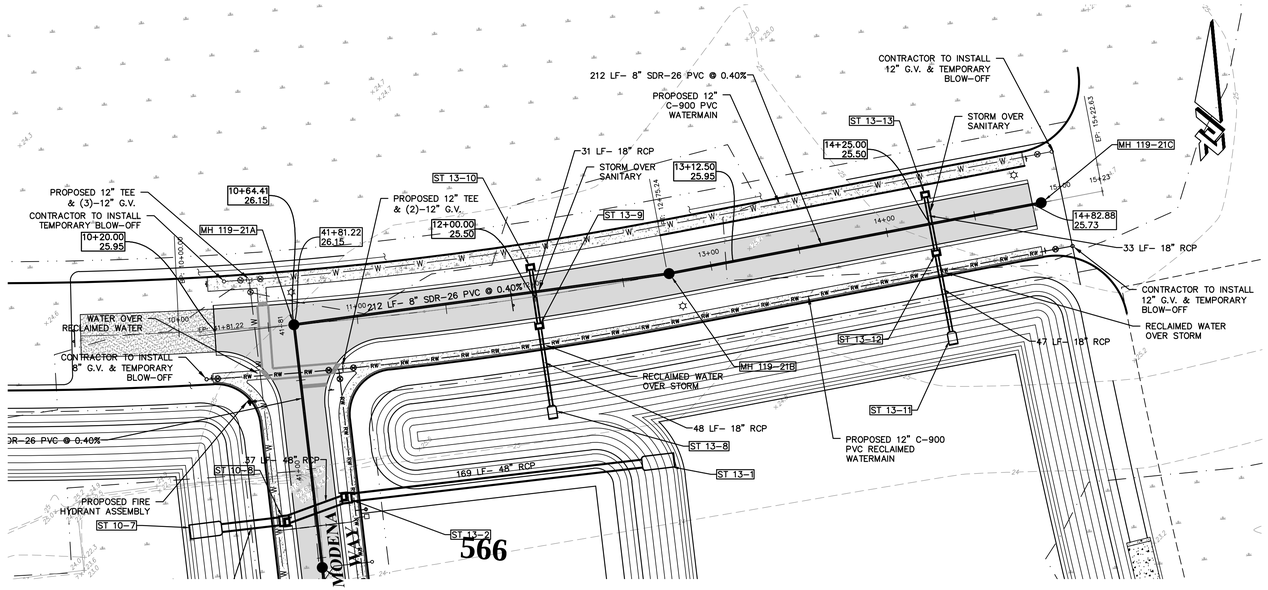
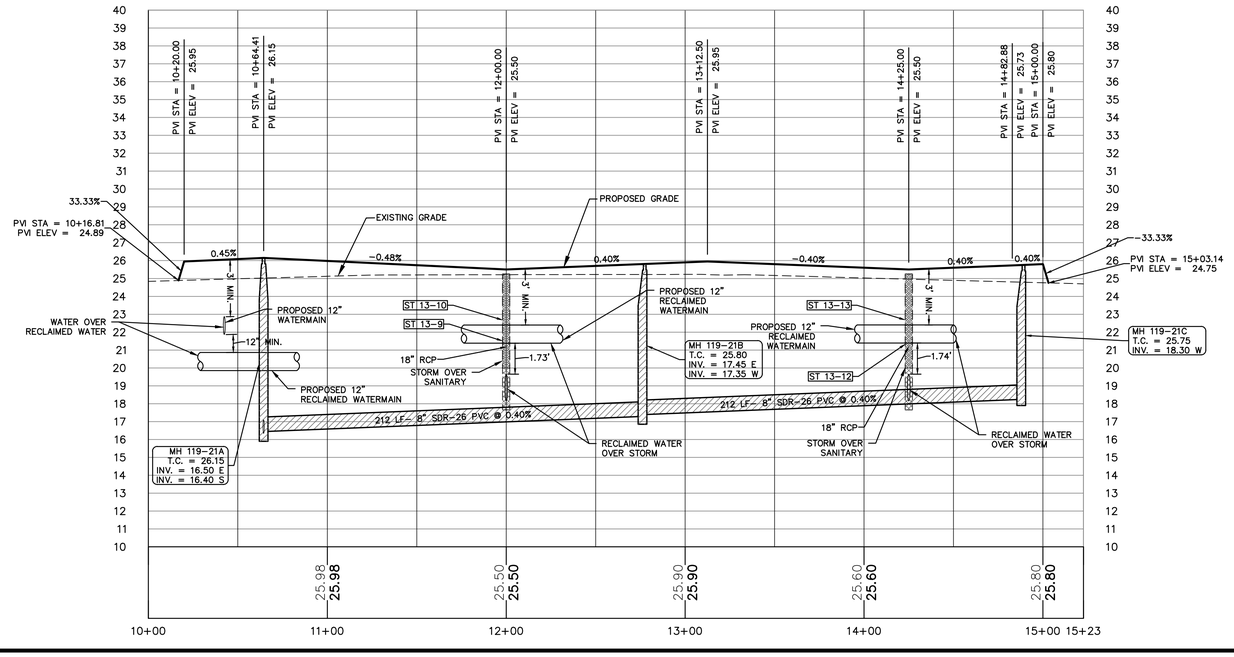
KEY MAP



LIMPET WAY PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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TRANSPORTATION
(LC 42)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
PLAN AND PROFILE

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 23-37_18169-PP-PH3-4
XREF'S: ##########
XREF'S: ##########

MELIA L. RUSSELL LICENSE No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L. Russell
DN: CN=Melia L Russell, O=ZEV COHEN & ASSOCIATES, INC., OU=Civil, E=mrussell@zevcohen.com, C=US
Date: 2025.07.18 16:54:14 -04'00'
Location: Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Disclaimer: I am the author of this document. Contact info: This item has been electronically signed and sealed by Melia L. Russell, using a .pfx authentication key.
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MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C37 OF 47

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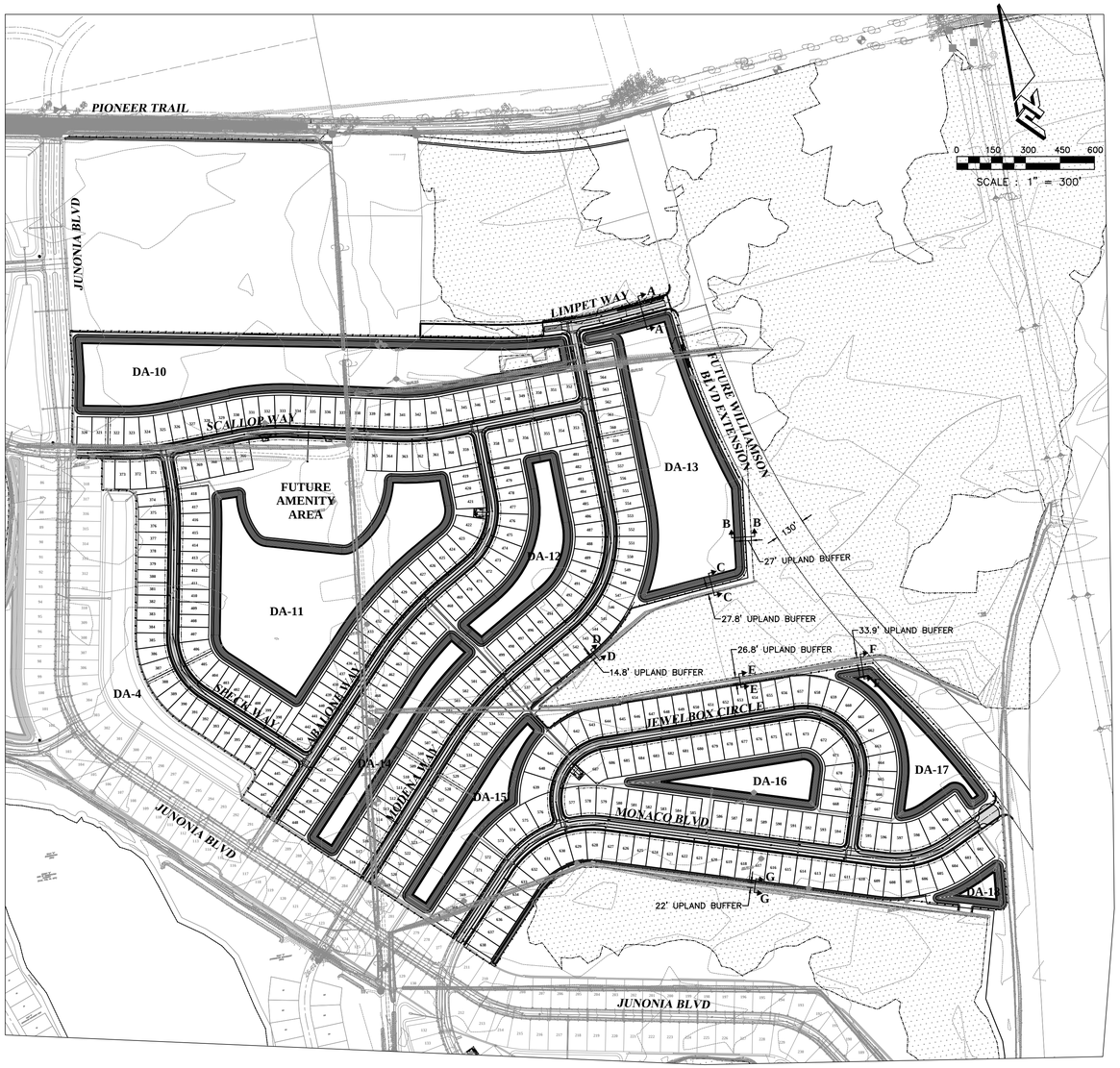

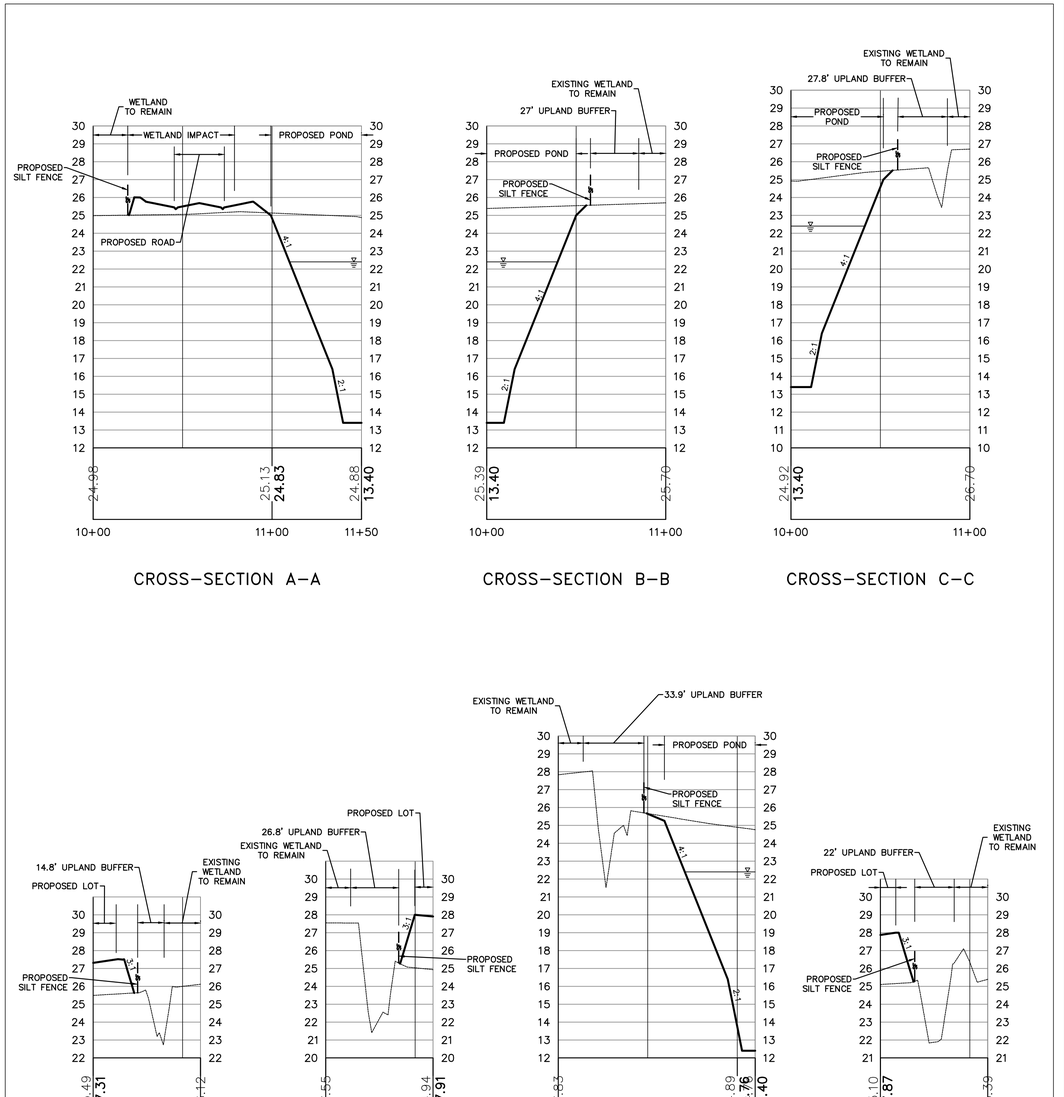

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
CROSS-SECTIONS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 18169-CS-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C38 OF 47

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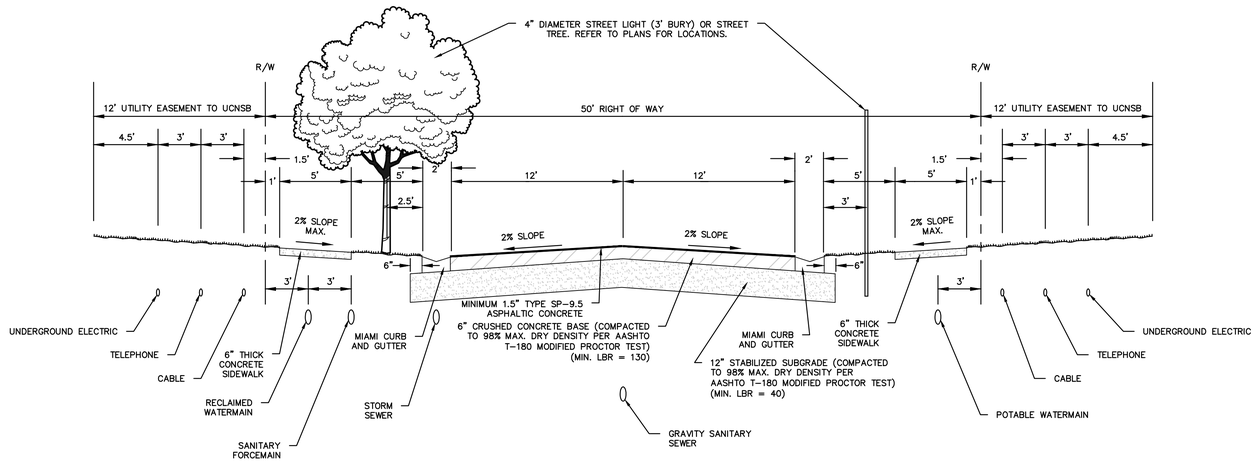
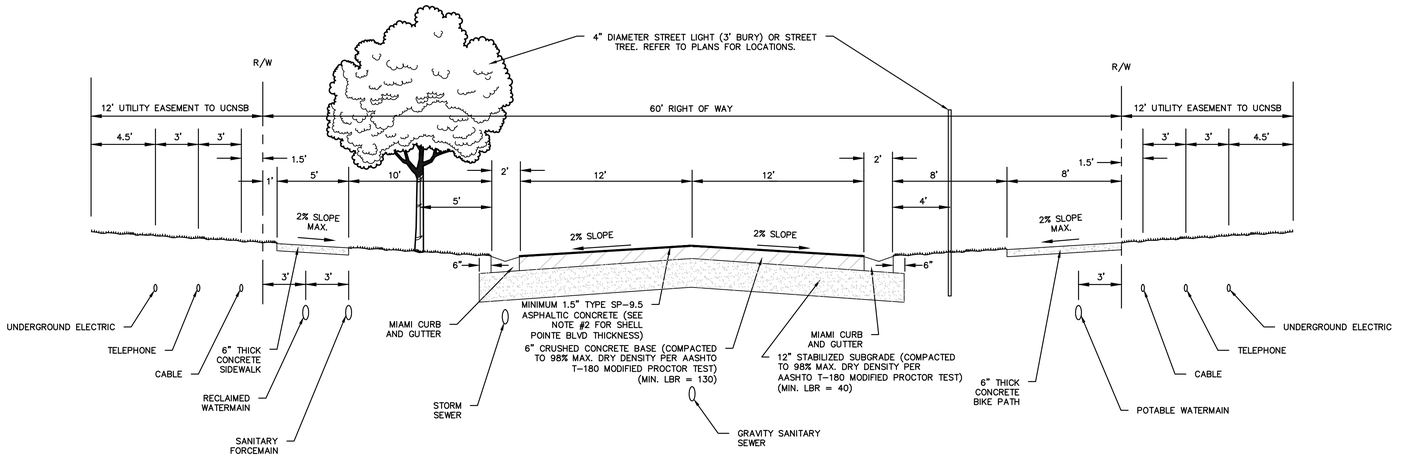


TYPICAL 50' RIGHT-OF-WAY SECTION

NTS



TYPICAL 60' RIGHT-OF-WAY SECTION

NTS

NOTE:
THE AMOUNT OF RAP MATERIAL SHALL NOT EXCEED 30 PERCENT.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OCOEE, FLORIDA 34761
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4593)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSED No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: C=US, E=Melia L Russell, O=Zev Cohen & Associates, Inc., OU=Civil, CN=Melia L Russell, 0.9.2342.19200300.100.1.1=68357
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
Reason: I am the author of this document.
This item has been electronically signed and sealed by Melia L. Russell, P.E. using a Sha authentication code.
Date: 2025.07.21 05:31:09 -04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C39 OF 47

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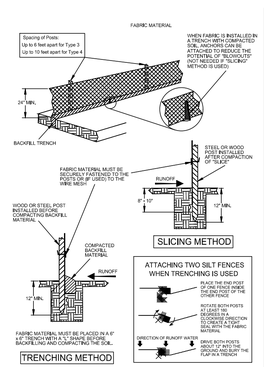
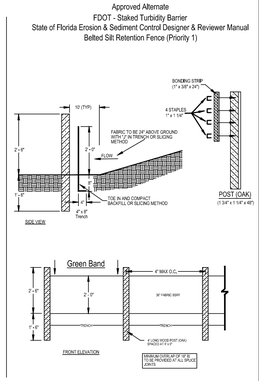




SILT FENCE BARRIER INSTALLATION

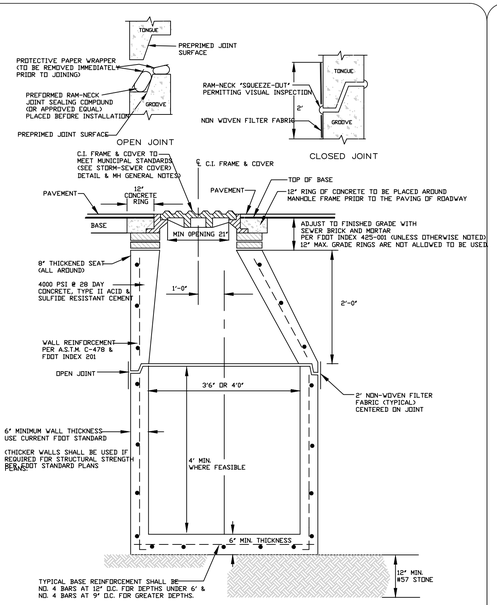
BELTED SILT RETENTION FENCE (BSRF)

Priority 1 - Green Band

NOTES:

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, JULY 2013 UPDATE.
2. CONTRACTOR SHALL PROVIDE AND MAINTAIN SITE SPECIFIC EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) MEASURES TO TREAT ALL STORMWATER DISCHARGES DURING CONSTRUCTION. DEPENDING UPON FLOW VELOCITIES AND VOLUME, ADDITIONAL MEASURES MAY BE REQUIRED.
3. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF DAYTONA BEACH AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, STATE, FEDERAL, AND THE SJRWMD.

SILT FENCE DETAIL
NTS

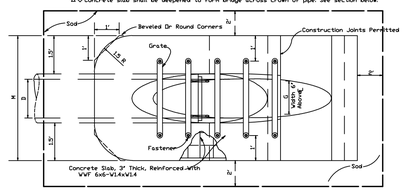


STORMWATER MANHOLE DETAIL
NTS

DIMENSIONS & QUANTITIES												
D	X	A	B	C	E	F	G	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad Pipe	N
15"	2'-3"	2'2"	4'0"	6'36"	4'0"	8"	1'0"	4'63"	7'01"	9'79"	12'37"	11"
18"	2'-3"	2'35"	5'0"	7'48"	5'0"	9"	1'0"	4'91"	7'79"	10'56"	13'34"	14"
24"	2'-3"	2'53"	5'48" (6'-)	7'0"(6'-)	11"	1'3"	5'0"	5'50"	8'50"	12'37"	15'75"	20"
30"	4'-3"	3'29"	6'0" (7'-)	11'00"	9'0"	1'3"	2'00"	6'08"	9'37"	14'26"	18'62"	26"
36"	5'-3"	3'87"	11'0" (-)	14'48"	11'0" (-)	1'3"	2'00"	6'43"	10'12"	15'82"	21'16"	32"
42"	5'-3"	4'22"	12'0"	16'36"	12'0"	1'3"	2'00"	6'78"	10'73"	16'83"	23'06"	38"
48"	5'-3"	4'58"	12'0"	18'24"	12'0"	1'3"	2'00"	7'03"	11'22"	17'82"	24'58"	44"
54"	7'-3"	5'39"	15'48"	20'88"	17'0"	1'3"	2'00"	8'40"	13'68"	21'73"	31'42"	46"
60"	8'-3"	6'06"	16'00"	23'11"	17'0"	2'3"	3'00"	9'00"	13'97"	22'30"	34'50"	150"

GRATE SIZES			CONCRETE (Cu. Yds.)				SIDDING (Sq. Yds.)			
D	Standard Weight Pipe	Extra Strong Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe
15"			0.61	1.23	1.64	2.06	8	10	11	13
18"			0.92	1.56	1.82	2.35	9	11	12	13
24"			1.08	1.67	2.27	2.93	11	12	13	15
30"		2"	1.29	2.08	2.89	3.63	12	14	15	17
36"		2"	1.47	2.50	3.50	4.46	13	15	17	20
42"			1.67	2.96	4.23	5.51	14	16	19	22
48"			1.89	3.41	4.91	6.40	15	18	21	24
54"	2"	4"	2.33	4.04	5.68	7.33	16	20	23	27
60"	2"	4"	2.51	4.54	6.63	8.65	17	21	25	29

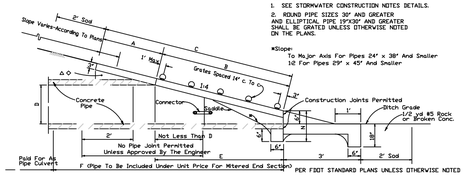
Δ 6.42' Δ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.
Θ 15.40° Θ 15.0° Dimensions permitted to allow use of 12' standard pipe lengths.
Δ Δ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



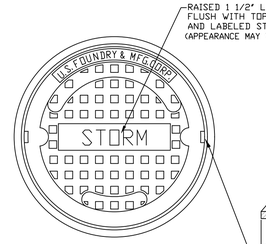
TOP-VIEW SINGLE PIPE NOTES:

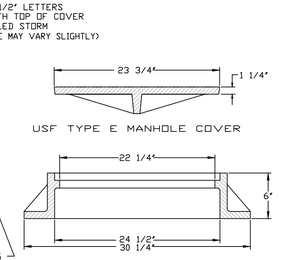
1. SEE STORMWATER CONSTRUCTION NOTES DETAILS.
2. ROUND PIPE SIZES 30" AND GREATER AND ELLIPTICAL PIPE 19"X30" AND GREATER SHALL BE GRATED UNLESS OTHERWISE NOTED ON THE PLANS.

*Slope: To Major Axis For Pipes 24" x 38" And Smaller
1d For Pipes 29" x 45" And Smaller



MITERED END SECTION DETAIL
NTS

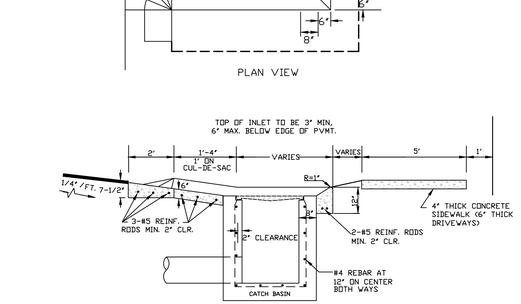




NOTES:

1. MORTAR TO CONTAIN "HYDRATITE", OR APPROVED EQUAL, TO PREVENT SHRINKAGE.
2. SUB-GRADE BENEATH MANHOLES SHALL BE FIRM UNDISTURBED GRANULAR UNSATURATED SOIL. No. 57 AGGREGATE STONE SHALL BE USED IN WET CONDITIONS AND/OR WHERE UNSUITABLE MATERIAL IS ENCOUNTERED.
3. UNLESS DETAILED PLANS SHOW OTHERWISE, ALL MANHOLE RING AND COVER CASTINGS IN PAVED AREAS ARE TO BE ADJUSTED TO FINAL GRADE, SEALED AND SECURED IN PLACE WITH A CONCRETE COLLAR AFTER THE ROAD BASE IS PLACED AND JUST PRIOR TO PLACEMENT OF ASHPALT WEARING SURFACE.
4. CONTRACTOR SHALL PROVIDE THICKER MANHOLE WALLS AND BASES AS REQUIRED TO PREVENT FLOTATION BASED ON HISTORIC HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED USING ACCEPTED ENGINEERING PRACTICES AND/OR APPROVED BY THE UTILITIES DEPARTMENT.
5. CONCRETE COLLAR AROUND MANHOLE FRAME IS REQUIRED IN PAVED AREAS ONLY.
6. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION.
7. NO BUG HOLES OR HONEYCOMB WILL BE ACCEPTED.
8. ENDS OF SECTION SHALL FIT FLUSH TOGETHER
9. MANHOLES SHALL BE CLEARED OF ALL DEBRIS PRIOR TO CITY ACCEPTANCE AND SYSTEM USE.

STORM COVER DETAIL
NTS



PLAN VIEW

SECTION A-A
NTS

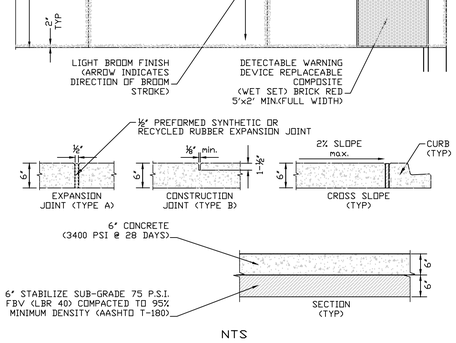
DIMENSIONS SHOWN ARE MINIMUM. FDOT STANDARD PLANS SHALL APPLY

CONCRETE STORM INLET AND APRON DETAIL
NTS

NOTES:

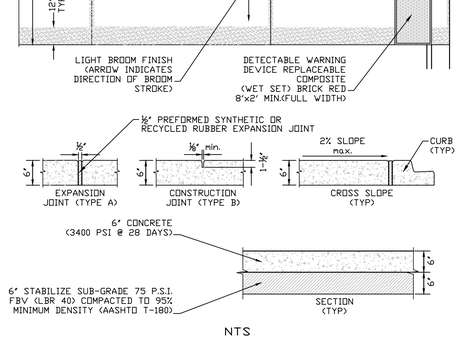
1. SIDEWALKS, BIKE PATHS, RAMPS AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3", A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3400 P.S.I. IN 28 DAYS AND A MINIMUM UNIFORM THICKNESS OF 6".
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED A MINIMUM OF 4'-0" FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
3. ALL CURB CUTS AND HANDICAP RAMPS SHALL BE ADA COMPLIANT AND TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS AND FLORIDA BUILDING CODE ACCESSIBILITY, LATEST EDITIONS.
4. ABANDONED AND/OR UN-PERMITTED CURB CUTS: ANY ABANDONED AND/OR UN-PERMITTED CURB CUTS AND ACCESS POINTS SHALL BE REMOVED AND REPLACED WITH STANDARD CURBING AND REGRADING WITH SOD AS REQUIRED.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6" ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. EXPANSION AND ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT OF CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN ONE HUNDRED FEET (100') IN SIDEWALKS AND THIRTY FEET (30') IN BIKE PATHS.
7. PREFORMED ½" EXPANSION JOINT MATERIAL SHALL BE AS SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS, LATEST EDITION, AND SHALL BE SYNTHETIC, RECYCLED RUBBER OR OTHER PRE-APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD AND DECCA-DRAIN STYLE POOL DRAINS ARE STRICTLY PROHIBITED IN ACCORDANCE WITH CHAPTER 81.2 OF THE FDOT SOILS AND FOUNDATIONS HANDBOOK, LATEST EDITION.
8. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE OR SAW CUT INTO CURED CONCRETE TO A DEPTH EQUAL TO 25% THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 5' WHICHEVER IS LESS.
9. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
10. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12" LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4" LIFTS THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12" DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12" DEEP. WHERE SUCH TEST IS REQUIRED, THE SIDEWALK BASE SHALL BE COMPACTED AND TESTED TO 95% WITH MINIMUM L.B.R. BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. MOISTURE SHALL BE APPLIED TO DRY FILL MATERIAL TO ACHIEVE DENSITY REQUIREMENTS.
11. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED AT NO ADDITIONAL COST TO THE OWNER. REPAIRS ARE NOT ACCEPTABLE.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.
14. DETECTABLE WARNING DEVICES SHALL EXTEND THE FULL WIDTH OF THE SIDEWALK AND TO A DEPTH OF 2' min.
15. SEE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION INDEX 522-002, LATEST EDITION, FOR REFERENCE.

SIDEWALK/ BIKE PATH CONSTRUCTION NOTES
NTS



NTS

SIDEWALK CONSTRUCTION DETAIL
NTS



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BIKE PATH CONSTRUCTION DETAIL
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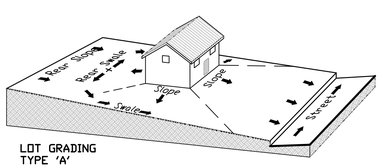
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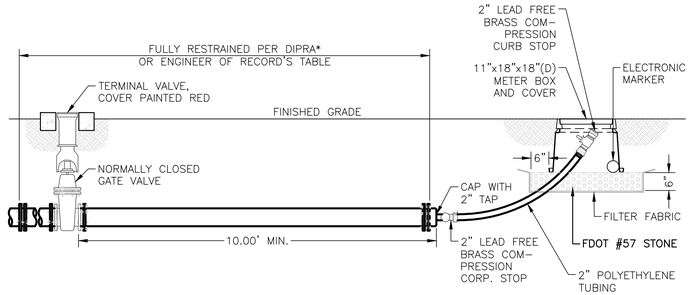
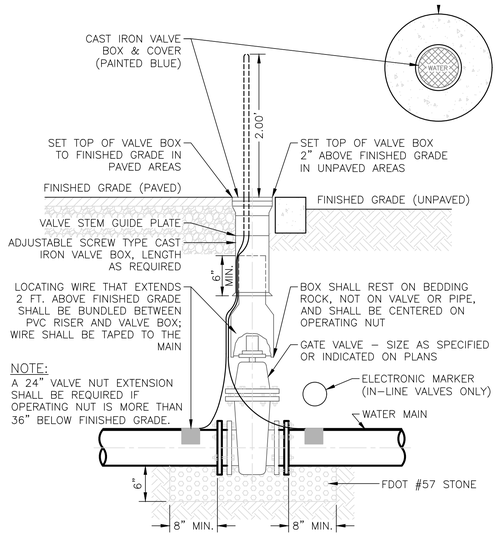


NOTES:
1. DUCTILE IRON PIPE RESEARCH ASSOCIATION
2. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES

NEW SMYRNA BEACH UTILITIES

BLOW OFF VALVE ASSEMBLY

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-04

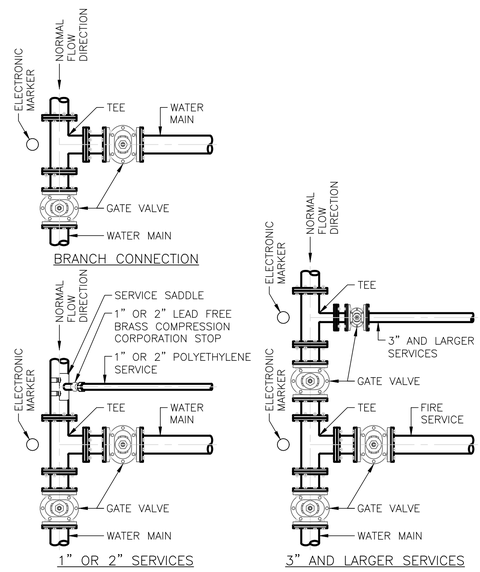


NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

NEW SMYRNA BEACH UTILITIES

GATE VALVE

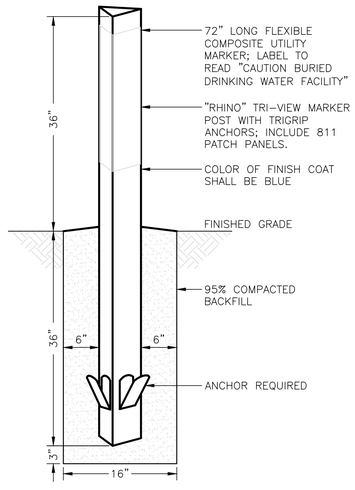
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-05



NEW SMYRNA BEACH UTILITIES

VALVE LAYOUT AT TEES AND SERVICES

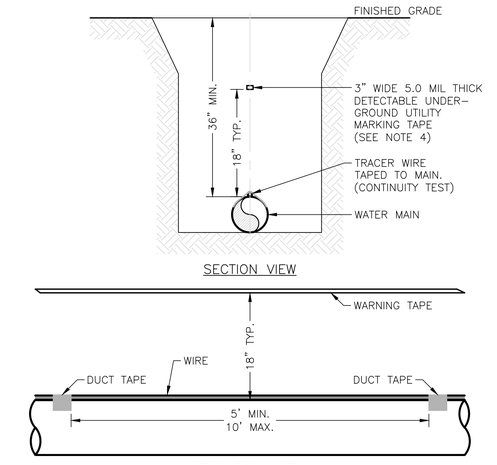
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-08



NEW SMYRNA BEACH UTILITIES

VALVE MARKER

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-09

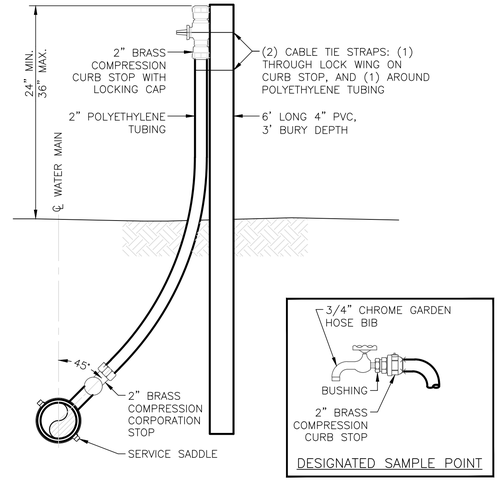


NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-10



NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

NEW SMYRNA BEACH UTILITIES

TEST SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-15

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
AMERICUS BEACH, FL 32114
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4569)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E. No. 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L. Russell
DN: c=US, o=Zev Cohen and Associates, Inc, cn=Zev Cohen and Associates, Inc
Reason: I am the author of this document.
Location:
Date: 2025.07.24 15:32:10-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C41 OF 47

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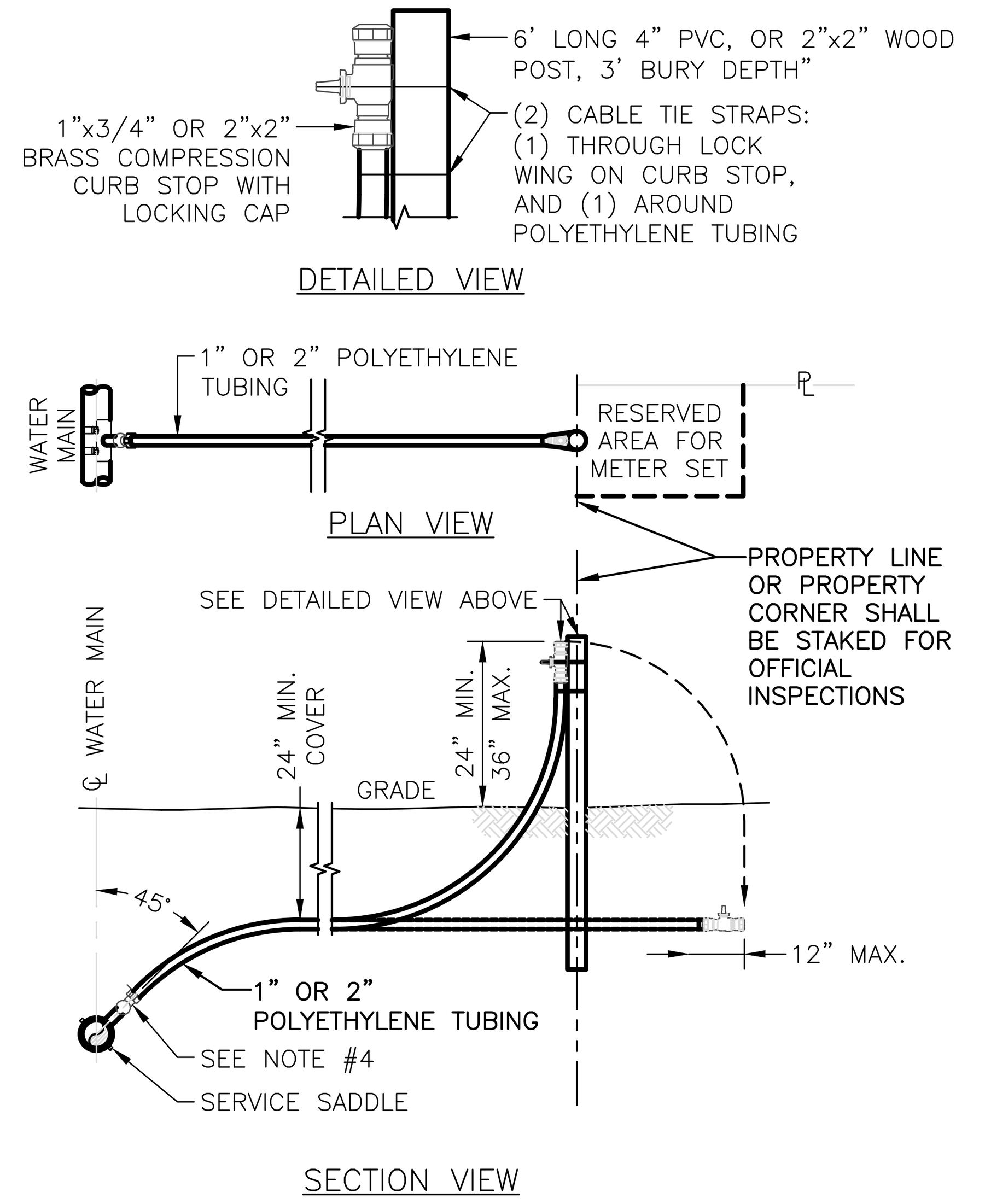
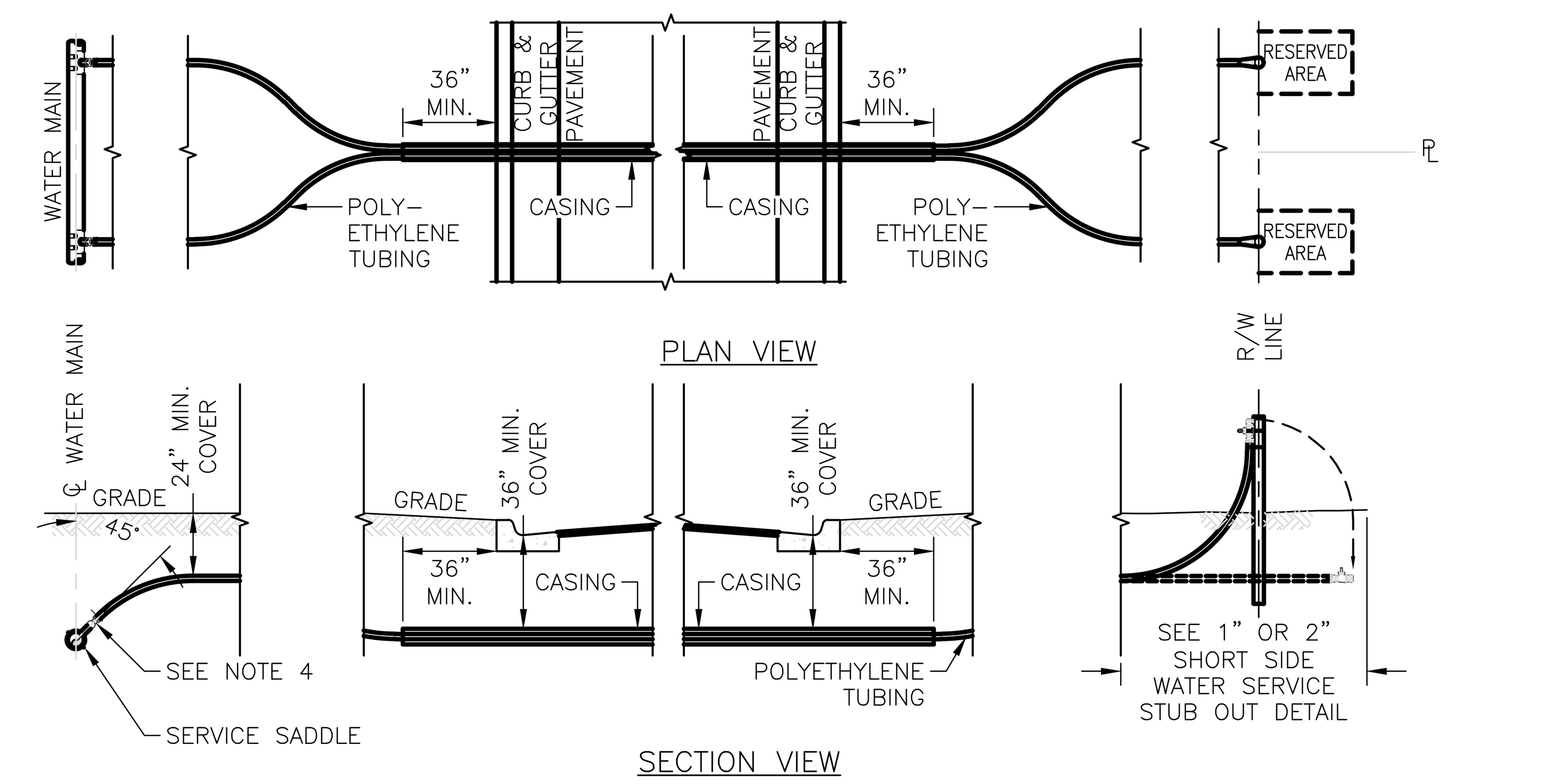


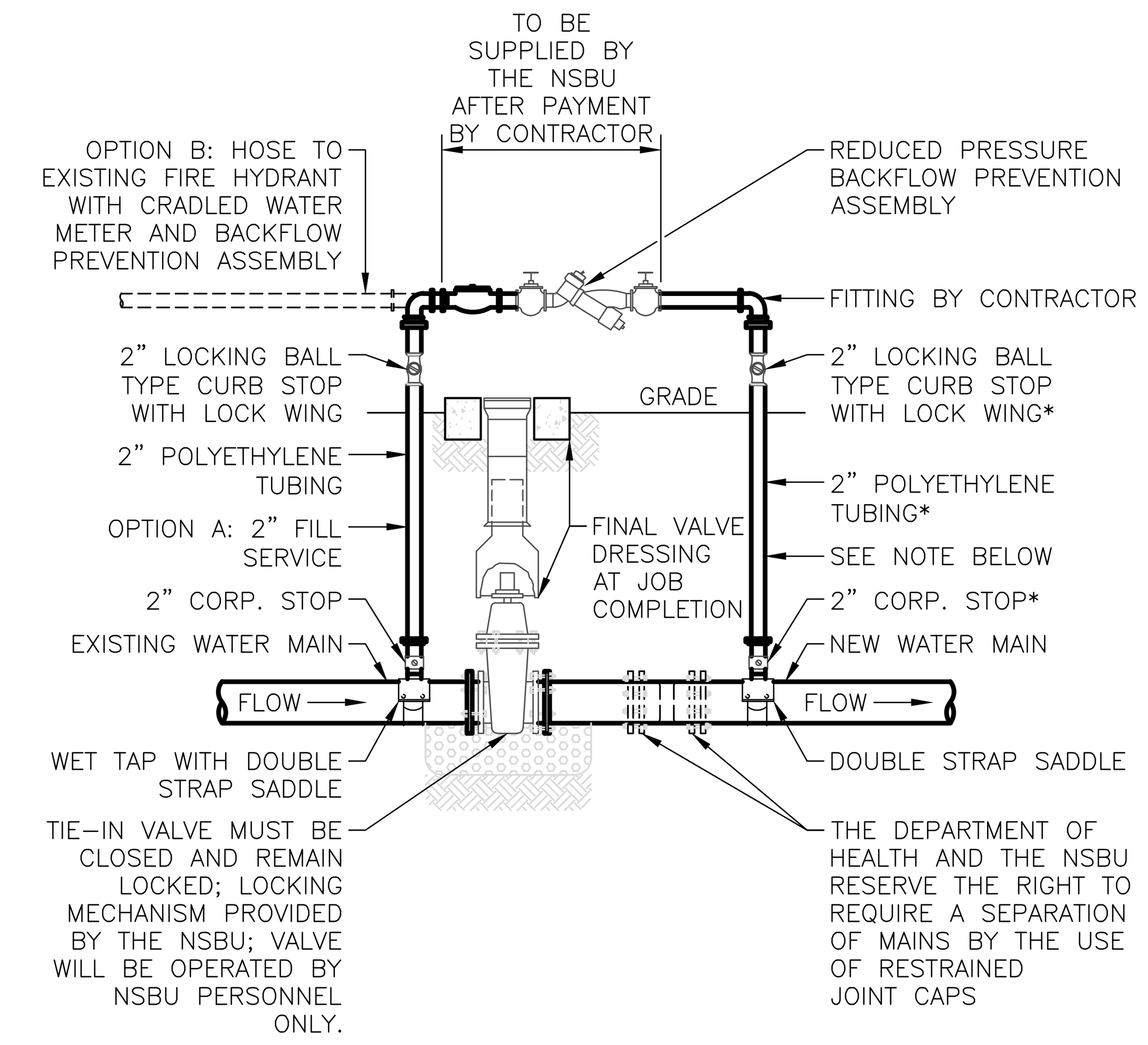
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES
1" OR 2" SHORT SIDE WATER SERVICE STUB OUT
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–16



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

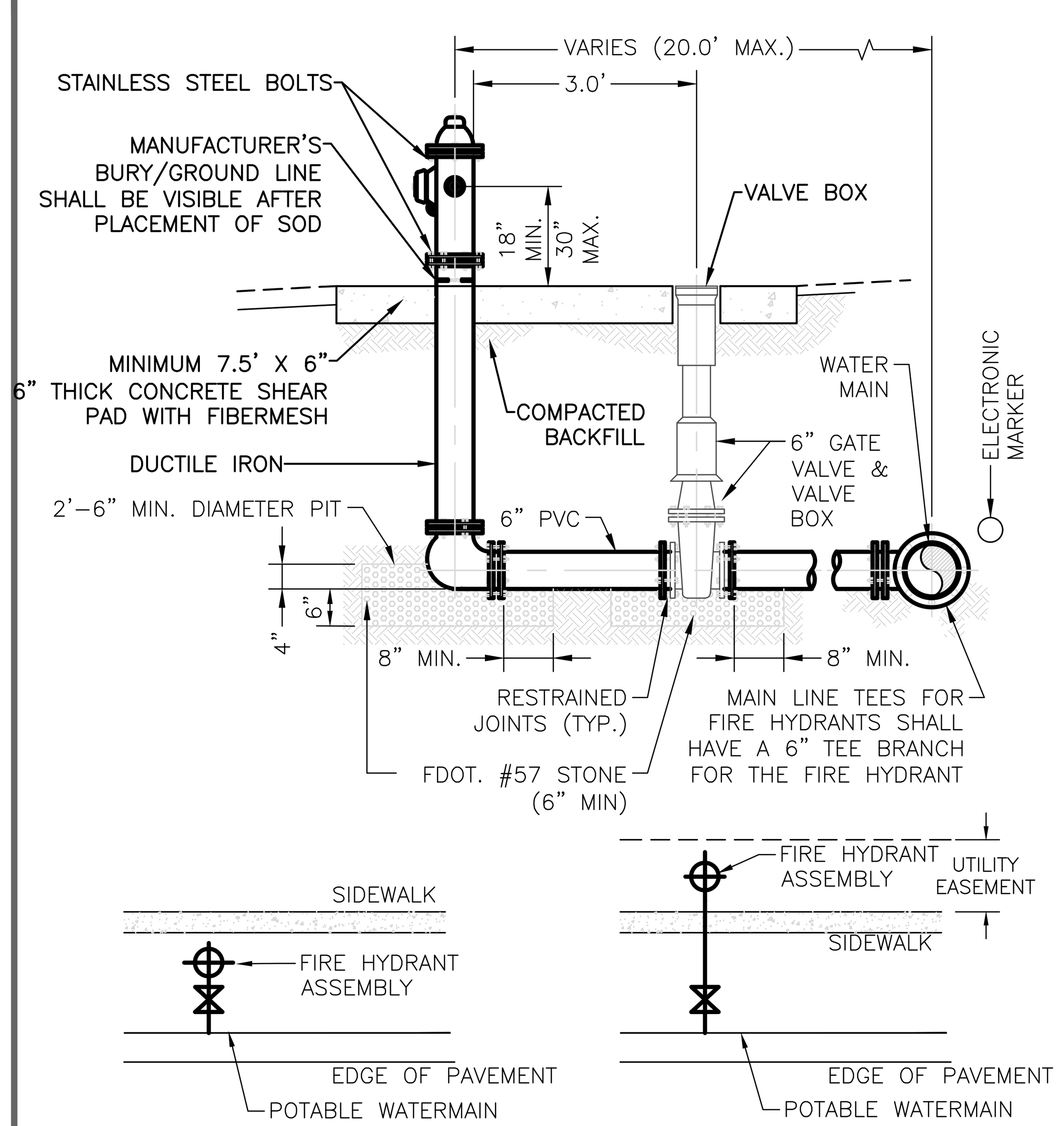
NEW SMYRNA BEACH UTILITIES
1" OR 2" LONG SIDE WATER SERVICE STUB OUT
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–17



* THESE COMPONENTS COMPRISE THE TEST SERVICE.

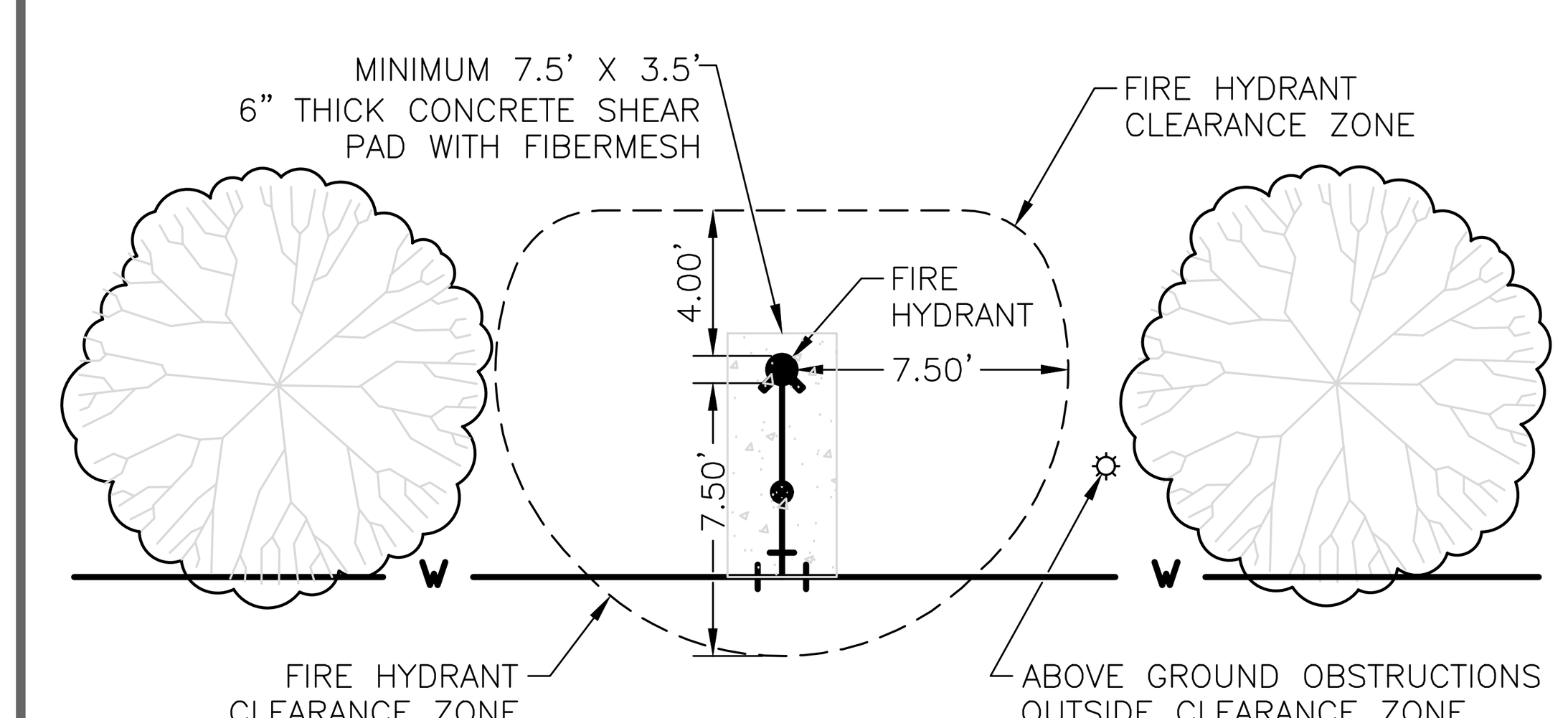
NOTE:
2" TEST SERVICE TO BE STAKED PER TEST SERVICE STUB OUT DETAIL AT JOB COMPLETION.

NEW SMYRNA BEACH UTILITIES
TEMPORARY CONSTRUCTION METER CONNECTION
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–20



NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

NEW SMYRNA BEACH UTILITIES
FIRE HYDRANT ASSEMBLY
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–22



NOTES:
1. CLEAR ZONE: NO ABOVE GROUND OBSTRUCTIONS GREATER THAN 8" IN HEIGHT. GROUND COVER SHALL BE ALLOWED ADJACENT TO THE FIRE HYDRANT.
2. HYDRANT SHALL BE MIN. 3' AWAY FROM THE CURB

NEW SMYRNA BEACH UTILITIES
FIRE HYDRANT CLEARANCE ZONE
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–23

SEPARATION REQUIREMENTS FOR
WATER, WASTEWATER AND RECLAIMED WATER MAINS

PROPOSED UTILITY	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6'	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6'	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'–6'	N/A	N/A	3'–6'	N/A	N/A	3'–6' NOTE 1	N/A	N/A	3'–6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES
UTILITY SEPARATION
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–28

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

TYPE	PVC 4"	PVC 6"	PVC 8"	PVC 10"	PVC 12"	DIP 16"	DIP 20"	DIP 24"	DIP 30"	DIP 36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22–1/2° BEND	4	5	8	9	10	10	11	13	15	17
11–1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25

*SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

NEW SMYRNA BEACH UTILITIES
RESTRAINED PIPE TABLE (WATER AND RECLAIMED WATER MAINS)
SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | PW–30

ZEV COHEN & ASSOCIATES, INC.
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK PHASE 3 & 4 FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C42 OF 47

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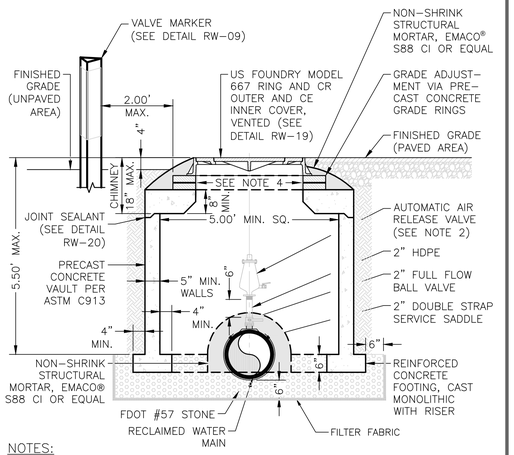
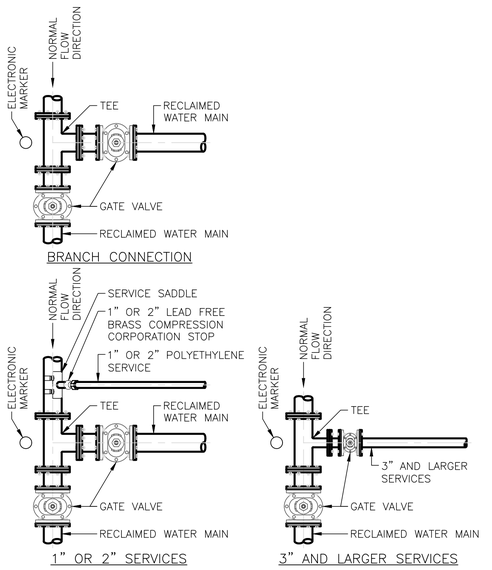
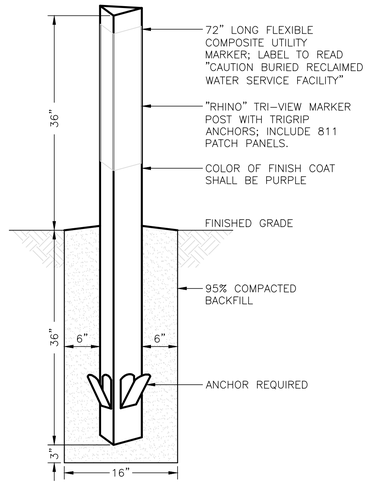


NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. SEE A.R.I. FLOW CONTROL ACCESSORIES CATALOG FOR S-020, 2" THREADED AUTOMATIC AIR RELEASE VALVE CONFIGURATION, OR APPROVED EQUAL.
3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
4. EPOXY MORTAR INSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS FOR A SMOOTH FINISH.
5. FILTER FABRIC SHOULD BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

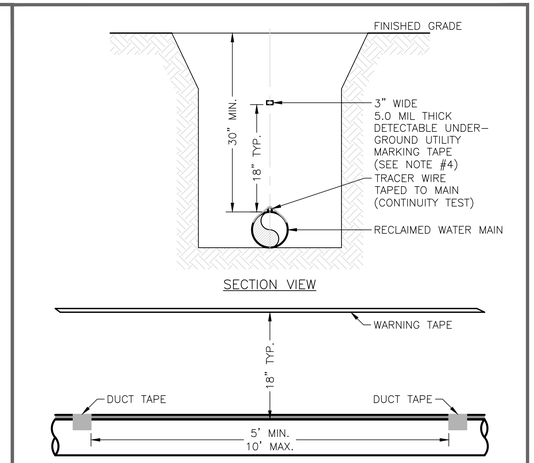
NEW SMYRNA BEACH UTILITIES	
AIR RELEASE VALVE IN CONCRETE VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-03



NEW SMYRNA BEACH UTILITIES	
VALVE LAYOUT AT TEES AND SERVICES	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-08



NEW SMYRNA BEACH UTILITIES	
VALVE MARKER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-09



NOTES:
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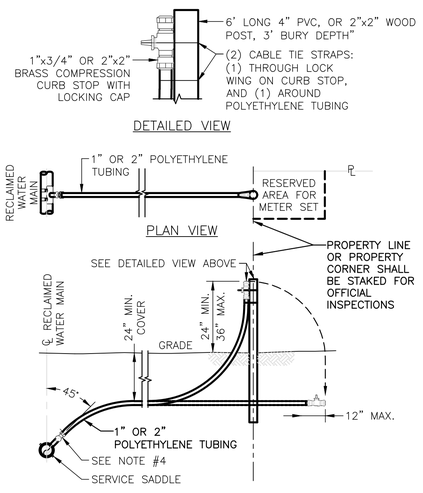
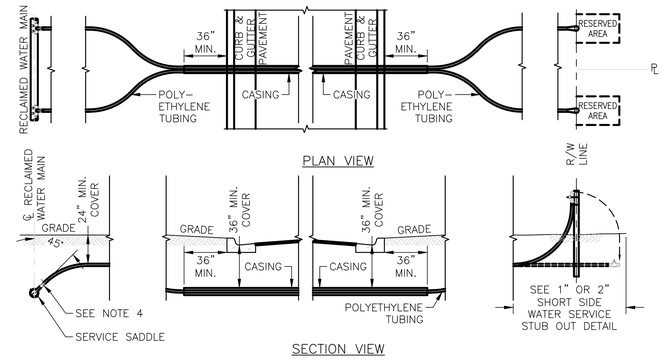
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

NEW SMYRNA BEACH UTILITIES	
PIPE LOCATING WIRE AND TAPE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-10



NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH RECLAIMED WATER SERVICE TO POST AS SHOWN ABOVE.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES	
SHORT SIDE RECLAIMED WATER SERVICE STUB OUT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-15



NOTES:
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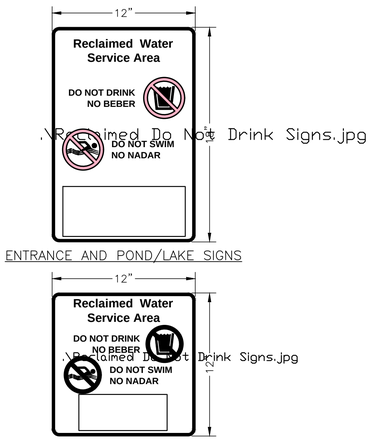
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.
4. 1" TAPS REQUIRE A BRASS COMPRESSION CORPORATION STOP. 2" AND LARGER REQUIRE A GATE VALVE.
5. CONTRACTOR SHALL PROVIDE CURB STOP LOCK.

NEW SMYRNA BEACH UTILITIES	
LONG SIDE RECLAIMED WATER SERVICE STUB OUT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-16



NOTES:
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

NEW SMYRNA BEACH UTILITIES	
RECLAIMED WATER ADVISORY SIGNS	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	RW-18

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY 42303
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6563)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

MELIA L. RUSSELL LICENSED PROFESSIONAL ENGINEER No 68357 STATE OF FLORIDA

Digitally signed by Melia L Russell
DN: CN=Melia L Russell
Reason: I am approving this document
Location: Date: 2025.07.18 09:32:39-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
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SHEET: C43 OF 47

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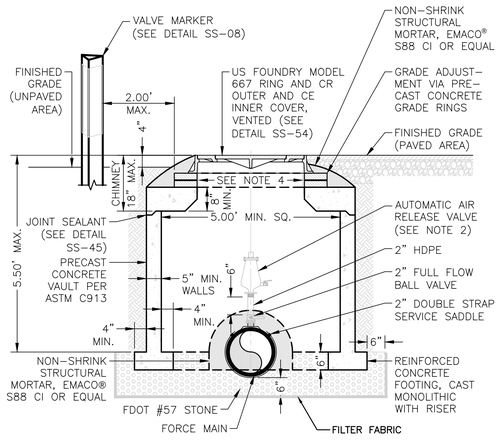

NOTES:
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3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
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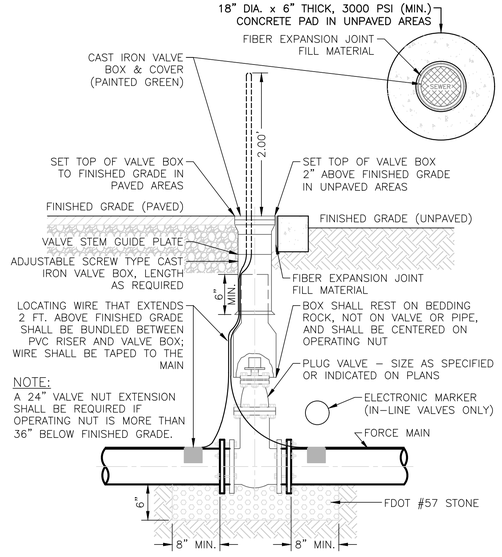
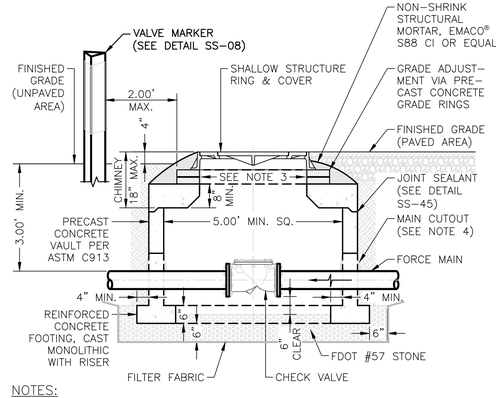
NEW SMYRNA BEACH UTILITIES	
AIR RELEASE VALVE IN CONCRETE VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-03



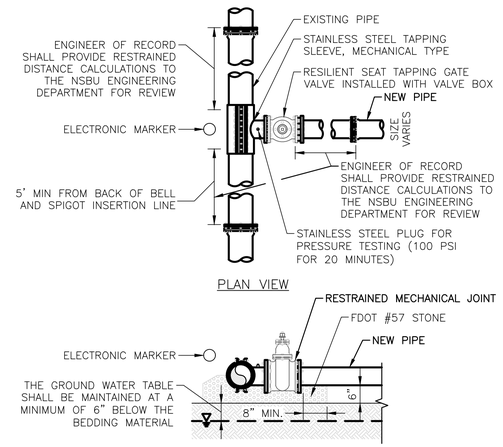
NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

NEW SMYRNA BEACH UTILITIES	
PLUG VALVE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-04



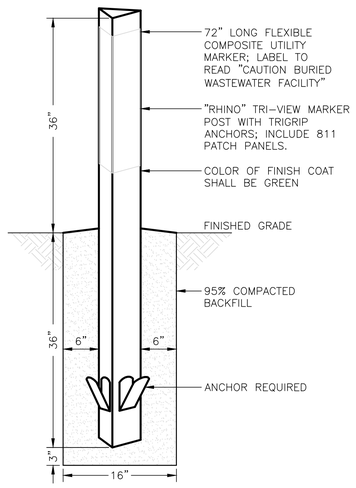
NOTES:
1. CONCRETE VAULT FOR FORCE MAINS 4" IN DIAMETER AND LARGER. FOR FORCE MAINS LESS THAN 4" IN DIAMETER, SEE THE PRIVATE FORCE MAIN CONNECTION DETAIL (SS-14).
2. VAULT SHALL BE SQUARE, DOGHOUSE STYLE WITH A MINIMUM 5'x5' INSIDE AREA AND 6" BASE THICKNESS.
3. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
4. ONLY RUBBER GASKETS MAY BE USED WITH TAPPING AND CHECK VALVES AS WELL AS ALL MECHANICAL JOINTS; PAPER GASKETS ARE NOT PERMITTED.
5. EPOXY MORTAR INSIDE OF CHIMNEY/GRADE RINGS FOR A SMOOTH FINISH.
6. GROUT MAIN CUTOUT WITH NON-SHRINK STRUCTURAL MORTAR, EMACO® S88 CI OR EQUAL.
7. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
8. FILTER FABRIC SHOULD BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES	
CHECK VALVE AND VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-05

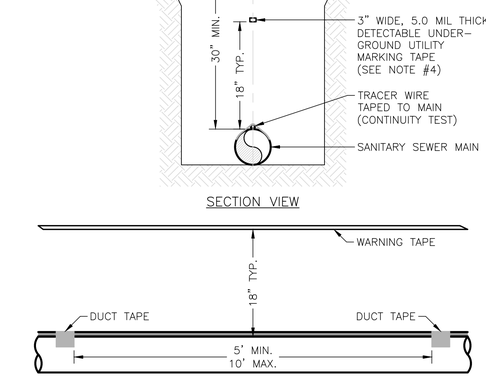


NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

NEW SMYRNA BEACH UTILITIES	
TAPPING SLEEVE AND VALVE (SEWER)	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-06

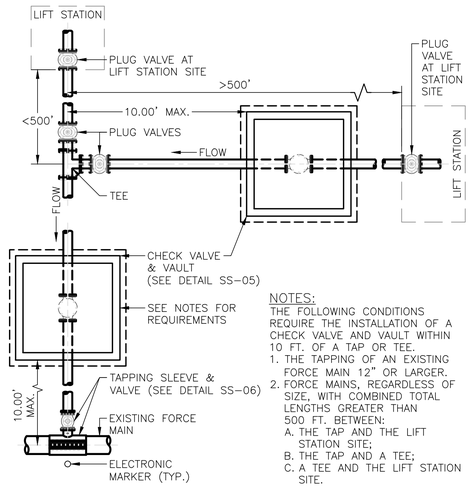


NEW SMYRNA BEACH UTILITIES	
VALVE MARKER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-08



NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER

NEW SMYRNA BEACH UTILITIES	
PIPE LOCATING WIRE AND TAPE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-09



NOTES:
THE FOLLOWING CONDITIONS REQUIRE THE INSTALLATION OF A CHECK VALVE AND VAULT WITHIN 10 FT. OF A TAP OR TEE.
1. THE TAPPING OF AN EXISTING FORCE MAIN 12" OR LARGER.
2. FORCE MAINS, REGARDLESS OF SIZE, WITH COMBINED TOTAL LENGTHS GREATER THAN 500 FT. BETWEEN:
   A. THE TAP AND THE LIFT STATION SITE;
   B. THE TAP AND A TEE;
   C. A TEE AND THE LIFT STATION SITE.

NEW SMYRNA BEACH UTILITIES	
FORCE MAIN VALVE LAYOUT (4" AND GREATER)	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-12

ZEV COHEN & ASSOCIATES, INC.
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CIVIL ENGINEERING
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(LC 42)
(EB 6563)

NO.	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSED PROFESSIONAL ENGINEER No 68357 STATE OF FLORIDA

Digitally signed by Melia L Russell
DN: CN=Melia L Russell, O=Zev Cohen & Associates, Inc., OU=Civil, E=melia@zevcohen.com, C=US
Reason: I am the author of this document.
Location: Printed copies of this document are not considered signed and sealed and the electronic authentication code must be verified on any electronic copies.
Date: 2025.07.07 20:15:13-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C44 OF 47

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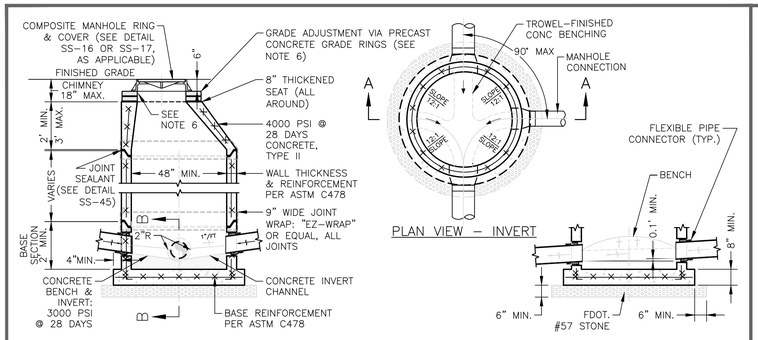
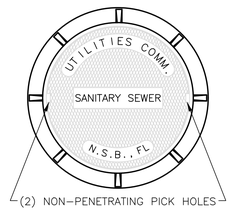
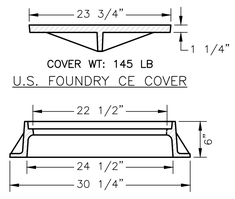


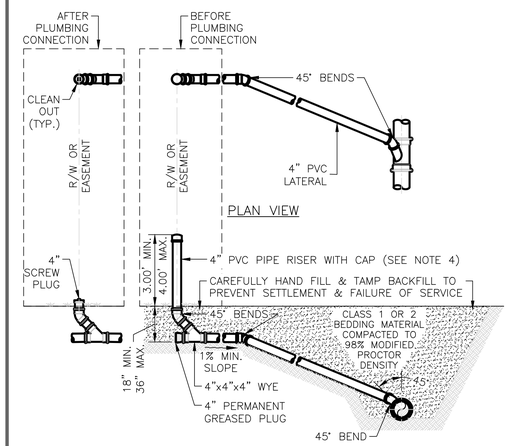
NOTES:
1. PRE-FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE. THE FIRST COAT SHALL BE RED IN COLOR AND THE SECOND COAT SHALL BE GRAY; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.
7. CHANGES IN BENCH FLOW DIRECTION TO BE SMOOTH AND GRADUAL.
8. INVERTS WITH A DROP OF LESS THAN 2 FEET SHALL HAVE A CONCRETE SLIDE.

NEW SMYRNA BEACH UTILITIES	
STANDARD SEWER MANHOLE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-15



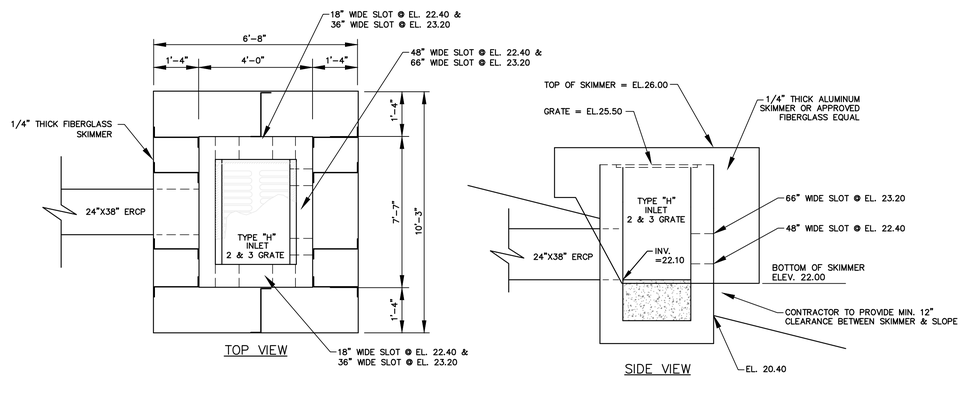


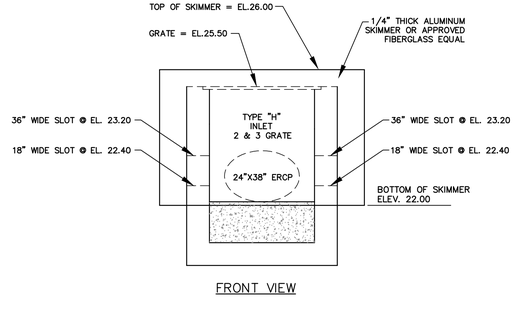
NEW SMYRNA BEACH UTILITIES	
STANDARD MANHOLE RING AND COVER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-16



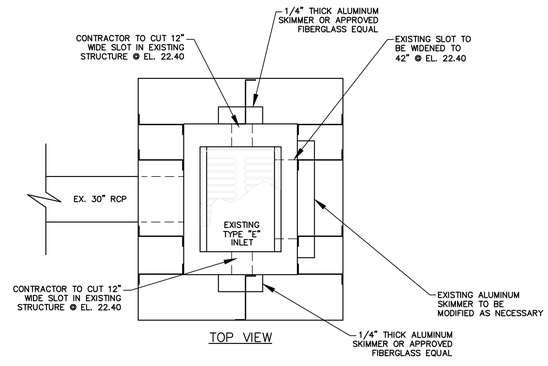
NOTES:
1. 4" LATERAL SHOWN AT A MINIMUM, RESIDENTIAL LATERALS SHALL BE 4" DIAMETER.
2. COMMERCIAL LATERALS SHALL BE 6" DIAMETER.
3. EACH LATERAL SHALL HAVE AN INDIVIDUAL CONNECTION TO THE MAIN.
4. THE 4" PVC PIPE RISER SHALL BE LABELED WITH THE LOT NUMBER ON AN ADHESIVE LABEL.
5. GRAVITY SEWER MAINS AND ASSOCIATED SEWER LATERAL PIPE AND FITTINGS (INCLUDING TEE-WYE FITTINGS) SHALL BE MINIMUM PVC SDR-26.
6. REFER TO "SEWER LATERAL CLEAN OUT" DETAIL FOR MORE INFORMATION.

NEW SMYRNA BEACH UTILITIES	
GRAVITY SANITARY SEWER LATERAL SINGLE FAMILY RESIDENTIAL	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-22

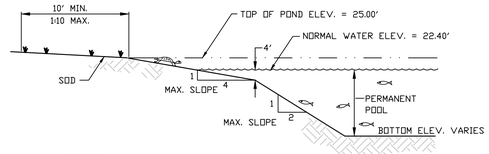




DRAINAGE CONTROL STRUCTURE DCS-15
N.T.S.

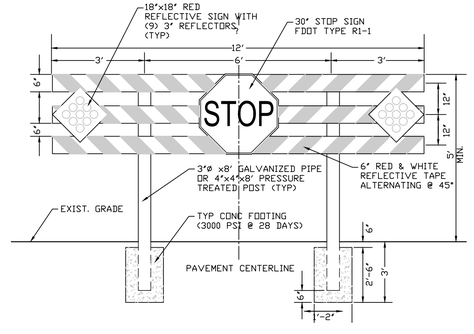


EXISTING DRAINAGE CONTROL STRUCTURE DCS-4 - TO BE MODIFIED
N.T.S.



NOTES:
1. SOD IS TO BE PLACED TO EDGE OF WATER EXCEPT IN LITTORAL PLANTING AREAS.
2. EXTEND LIMITS OF SODDING TO A MINIMUM OF TWO (2') BEYOND TOP OF BANK OR MATCH EXISTING GRADE, WHICHEVER IS GREATER.
3. PERMANENT POOL DEPTH & VOLUME SHALL MEET THE REQUIREMENTS OF THE SJRWMD.

WET POND CROSS-SECTION
NTS



NOTES:
1. STOP SIGN SHALL CONFORM WITH CURRENT FEDERAL, STATE & LOCAL CODES & REGULATIONS.
2. STOP SIGN R1-1 SHALL BE OCTAGONAL IN SHAPE. ALUMINUM SHALL BE A MINIMUM OF 0.80 IN THICKNESS. LEGEND AND BOARDER OF WHITE (RETROREFLECTIVE) AND A BACKGROUND OF RED (RETROREFLECTIVE).
3. LEGEND AND BOARDER SIZES SHALL BE IN ACCORDANCE WITH THE MUTCD AND STANDARD HIGHWAY SIGNS MANUAL, LATEST EDITION, FOR THE SIZE OF SIGN REQUIRED FOR THE APPLICATION.
4. CONCRETE FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I.
5. SIGN SHALL BE MINIMUM 6'-0" CLEAR FROM EDGE OF PAVEMENT.
6. BARRICADE SHALL BE DESIGNED TO WITHSTAND 120 M.P.H. WIND LOAD.

ROAD BARRICADE DETAIL
NTS

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32176
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(LC 42)
(EB 4583)

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ARDISIA PARK PHASE 3 & 4
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL, P.E., NO.68357
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SHEET: C45 OF 47

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PUMP STATION DATA TABLE

PUMP STATION NUMBER	DISCHARGE PIPE SIZE	INFLUENT PIPE SIZE	INFLUENT PIPE INV.	A	B	C	D	E	F	G	H	J	K	L	M	N	O	S	T	U	V	W	X	Y	Z	GPM*	TDH	HP	VOLT	PHASE	HERTZ
118	4"	10"	12.2'	8"	2'	3'	1.5'	2.5'	2.5'	1.25'	2'	2'	1.25'	6.5'	8"	6'	18"	22.4'	7.36'	8.86'	9.78'	10.7'	11.7'	28.0'	28.17'	195	90.1	11	240	3	60
119	4"	10"	10.75'	8"	2'	3'	1.5'	2.5'	2.5'	1.25'	2'	2'	1.25'	6.5'	8"	6'	18"	22.4'	4.93'	6.43'	7.48'	9.25'	10.25'	28.0'	28.17'	205	106.8	11	240	3	60

* 100 GPM MINIMUM

LS-118 LOAD CALCULATIONS

DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 11 HP EACH	26 A
25% OF LARGEST MOTOR	32.5 A
TOTAL MOTOR LOADS	52 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	84 A

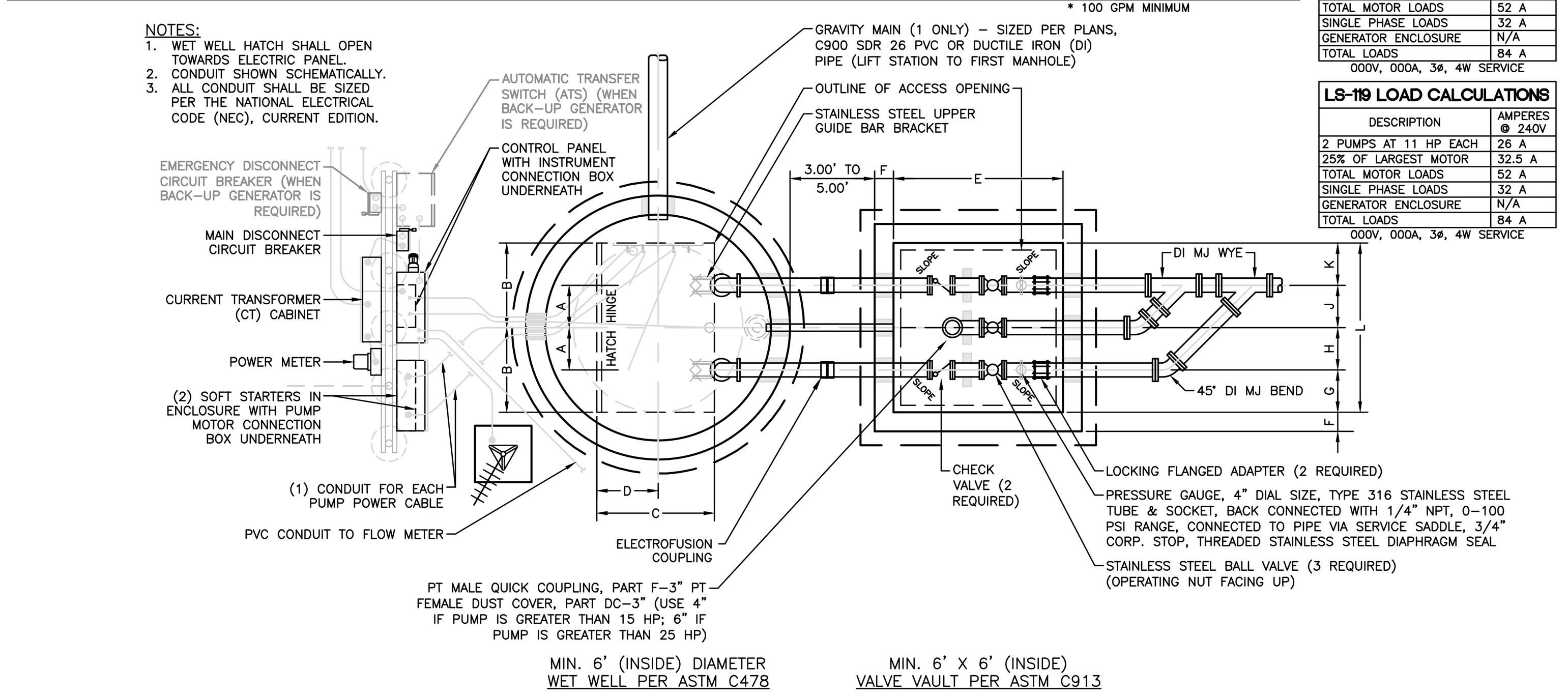
000V, 000A, 3Ø, 4W SERVICE

LS-119 LOAD CALCULATIONS

DESCRIPTION	AMPERES @ 240V
2 PUMPS AT 11 HP EACH	26 A
25% OF LARGEST MOTOR	32.5 A
TOTAL MOTOR LOADS	52 A
SINGLE PHASE LOADS	32 A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	84 A

000V, 000A, 3Ø, 4W SERVICE

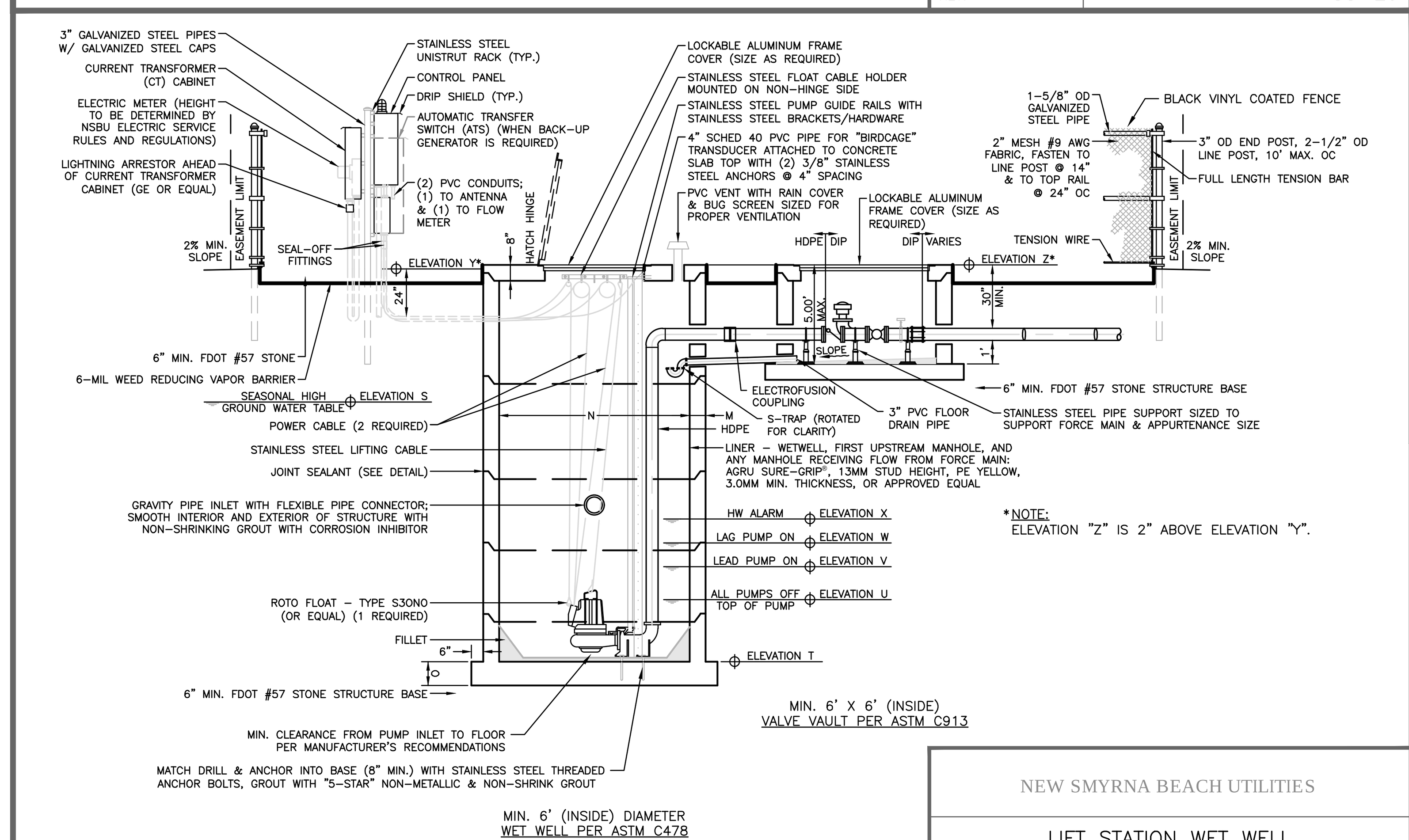
NOTES:
1. WET WELL HATCH SHALL OPEN TOWARDS ELECTRIC PANEL.
2. CONDUIT SHOWN SCHEMATICALLY.
3. ALL CONDUIT SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE (NEC), CURRENT EDITION.



NEW SMYRNA BEACH UTILITIES

LIFT STATION WET WELL
VALVE VAULT PLAN

SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | SS-29

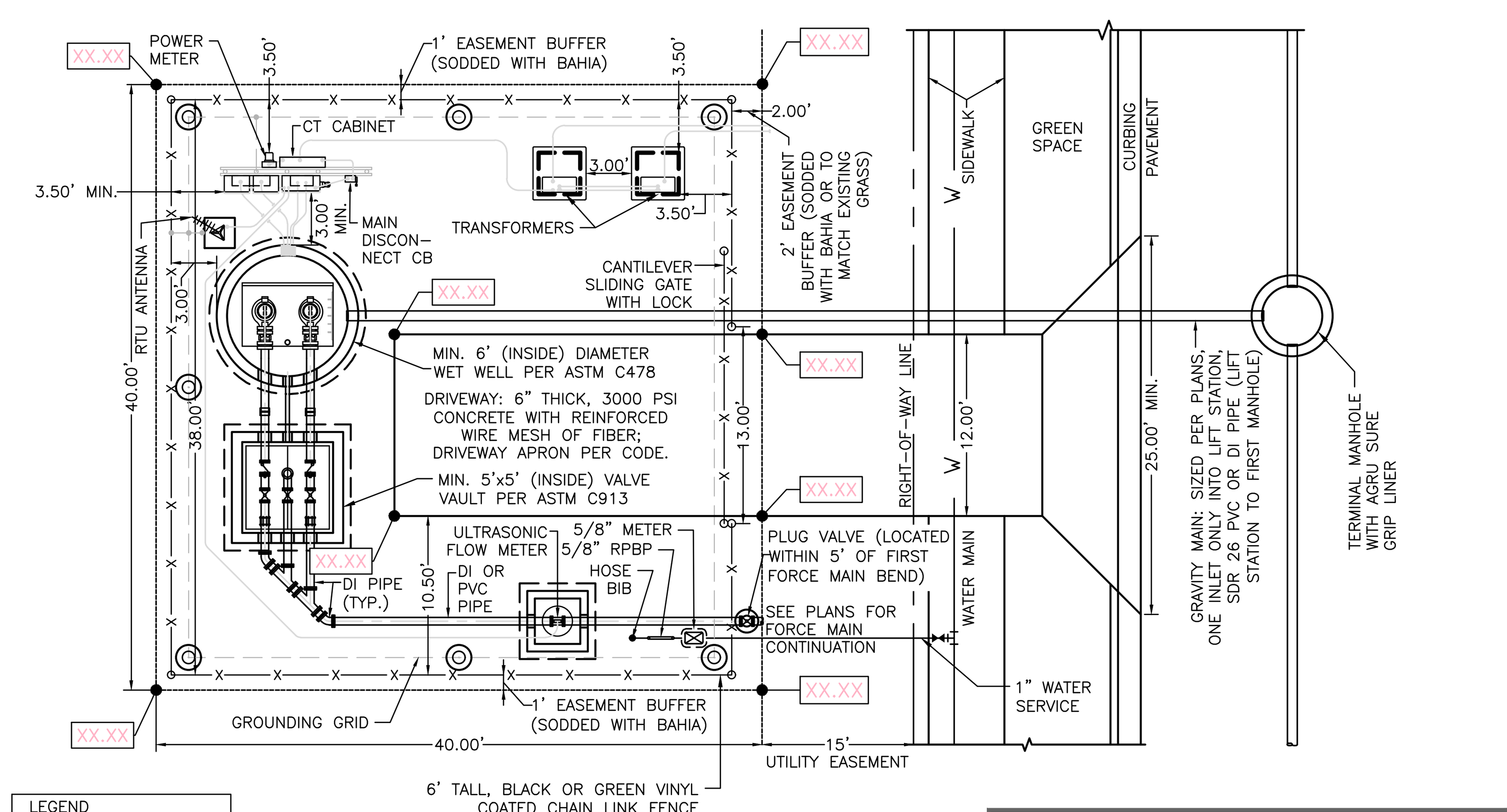


*NOTE:
ELEVATION "Z" IS 2" ABOVE ELEVATION "Y".

NEW SMYRNA BEACH UTILITIES

LIFT STATION WET WELL
VALVE VAULT PROFILE

SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | SS-30



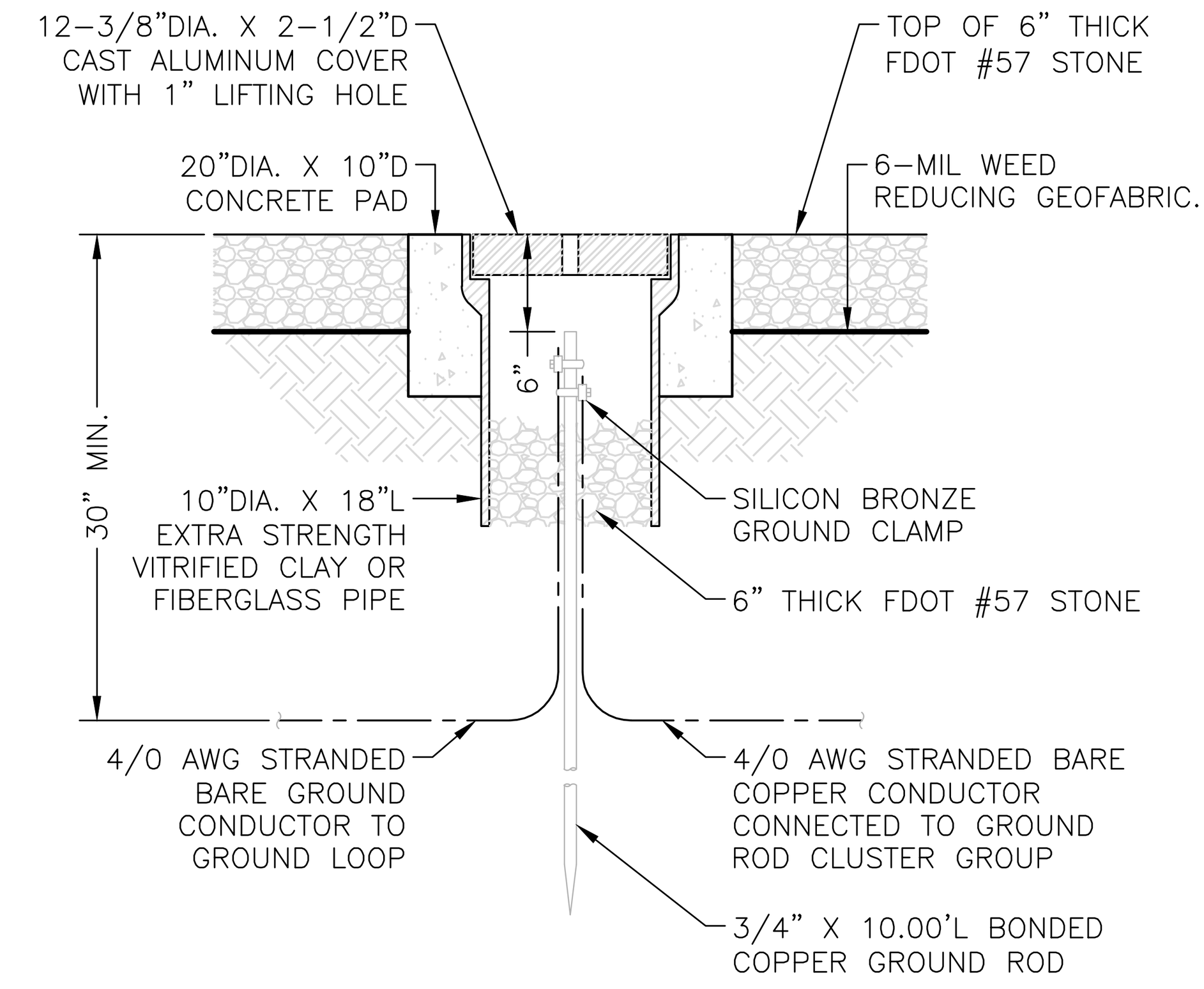
LEGEND	
XX.XX	ELEVATION

NOTE: FENCE TO BE SEPARATED A MINIMUM OF 3'-6" CLEAR DISTANCE FROM ELECTRICAL EQUIPMENT PER THE NATIONAL ELECTRICAL CODE (NEC) ARTICLE 110, LATEST EDITION.

NEW SMYRNA BEACH UTILITIES

LIFT STATION WET WELL
VALVE VAULT PLAN

SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | SS-32



NOTE:
REFER TO PROJECT SPECIFICATION FOR MINIMUM SYSTEM RESISTANCE TO GROUND. IF THIS RESISTANCE CANNOT BE MET WITH SINGLE 10.00' RODS, ADD ADDITIONAL SECTIONS TO RODS OR ADD NEW RODS AS REQUIRED, SPACED AT 6.00' TO 10.00' OC.

NEW SMYRNA BEACH UTILITIES

LIFT STATION
GROUND ROD/GROUND LOOP
TEST POINT

SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | SS-40

NOTE: ALL PARTS LISTED ARE "OR APPROVED EQUAL".

QTY.	ABBR.	DESCRIPTION	MANUFACTURER, PART#
2	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 36X30X12 W/3PT. LATCH
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X30X8 (PUMP CONNECTION BOX)
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X18X8 (INSTR. CONNECTION BOX)
6		DIN RAIL, 1 METER	SCHNEIDER ELECTRIC, 16-700DIN
1	MCB	MAIN CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
1	ECB	EMERGENCY CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
2	PCB1,2	PUMP CIRCUIT BREAKER, 000A	SQUARE D, X (SIZE PER PUMP MANUFACTURER)
2	PDPCB	POWER DISTRIBUTION PANEL CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	CCB	CONTROL CIRCUIT BREAKER, 30A	SQUARE D, QOU130
1	LCB	LIGHT CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	DRB	GFDR CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	RTUCB	RTU CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	FMCB	FLOW METER CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	TCB	TFS/TCU CIRCUIT BREAKER, 10A	DFS, 014-0010
2	F4,5	FUSE, 15A	BUSSMANN, FNQR15
2	F6,10	FUSE, 1/4A	BUSSMANN, KLM-1/4
1	XFMR	0KVA, 000V/000V, CONTROL TRANSFORMER	SQUARE D, X
1	GFDR	120V GROUND FAULT DUPLEX RECEPTACLE	HUBBELL, GFR5252IA
1	LS	LIGHT SWITCH & FACE PLATE	HUBBELL, CS1201I & P1
1		PANEL LIGHT	AMERICAN LIGHTING, LXC-2H-WH
1		COOLING FAN	EBM-PAPST, ACI 4420 HH
1		FLASHING ALARM LIGHT	INGRAM PRODUCTS, INC., SBN120AC
1	TCU	TAC PACK TELEMETRY CONTROL UNIT – TCU001	DFS, DFS-00367-011-02
1		WIRE/COMPONENT HARNESS	DFS, DFS-00396-108-02
7	F#	FUSE AND HOLDER, WAGO	DFS, DFS-00271-008-09, 1AMP SLOW BLOW
2	R1,2	RESISTOR BLOCK, 100K, WAGO	DFS, DFS-00271-008-07 (REQ'D FOR 480V)
0	R3,4	RESISTOR BLOCK, 47K, WAGO	DFS, DFS-00271-008-01
2	R3,4	RESISTOR BLOCK, 100K, WAGO	DFS, DFS-00271-008-07
1	TFS	TRANSIENT FILTER SHIELD – TFS001	DFS, DFS-00306-008-01
1		POLYPHASER COAXIAL SURGE PROTECTION KIT	DFS, DFS-00392-008-01
1		BATTERY BACKUP	DFS, DFS-00363-008-02
1		46" RF PIGTAIL	DFS, DFS-00125-008-12
1	SS1	000V SURGE SUPPRESSOR	DITEK, DTK-
1	SS2	120V SURGE SUPPRESSOR (DFS MODEL SPS001)	DITEK, DTK-120HW
1	ISR	INTRINSICALLY SAFE RELAY	ATC DIVERSIFIED, ISO-120-AFA
1	SA	SURGE ARRESTOR	PHOENIX CONTACT, TT-2-PE-24DC, 2838186
1		END COVER FOR SURGE ARRESTOR	PHOENIX CONTACT, 2838995
1	ISB	INTRINSICALLY SAFE BARRIER	DWYER INSTRUMENTS, MTL5041
2		PUMP SPLICER TERMINAL BLOCK	BUSSMANN, 16204-3
30	TB#	TERMINAL BLOCK	SQUARE D, 9080GR6
1		FOLDING LAPTOP SHELF, 18"	SCHAEFER'S ELECTRICAL ENCLOSURES, SP-SHELF18
1	GEN REC	GENERATOR RECEPTACLE	RUSSELLSTOLL, JRSB1044FR
1	FLOAT	ROTO-FLOAT SWITCH	ANCHOR SCIENTIFIC, S30NO
1	BCT	BIRDCAGE® LEVEL TRANSDUCER	BLUE RIBBON CORP., BC001
2	SOST1,2	SOFT STARTER	SOLCON, RVS-DX-##/SQUARE D, ALTISTART ATS22###
1	FM	FLOW METER, ULTRASONIC	CLARK SONIC®, CSLFC

NEW SMYRNA BEACH UTILITIES

LIFT STATION
CONTROL PANEL
ELECTRICAL BILL OF MATERIALS

SCALE: NTS | SHEET 1 OF 1
DATE: 10/2023
REV. | SS-37

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 4516) (LC 62)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	07-18-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREF'S: 18169BAS.DWG
XREF'S: 18169SUR.DWG

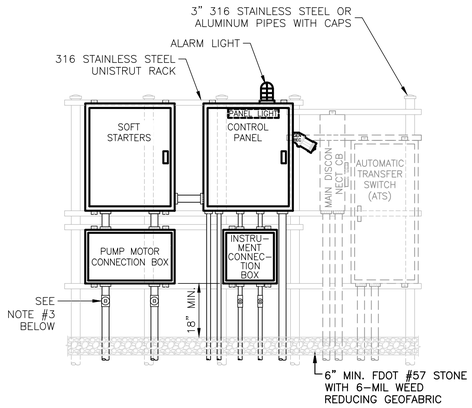
MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Melia L Russell
DN: CN=Melia L Russell, dnQualifier=A01410C0000018D3190D2EE0000F055, O=Zev Cohen and Associates, C=US
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
Reason: I am the author of this document.
Contact Info: This item has been electronically signed and sealed by Melia L. Russell, P.E. using a SHA authentication code.
Date: 2025.07.18 15:31:32-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

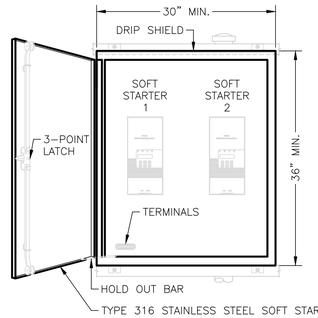
SHEET: C46 OF 47

R:\18169 – SHELL POINTE COLONY\FINAL ENGINEERING PLANS\CADDWGS\PHASES 3 & 4\39-47_18169-DET-PH3-4.DWG – PRINTED 7/18/2025 2:42 PM



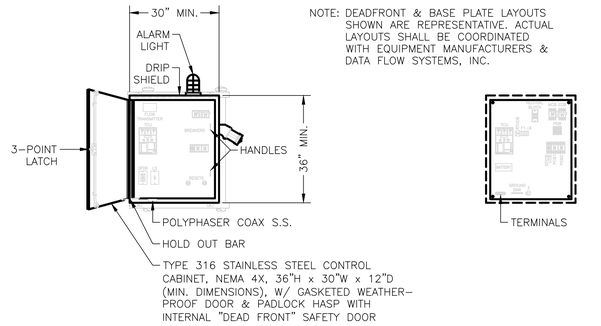
NOTES:
1. ALL MOUNTING HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
2. ALL ENCLOSURES SHALL BE TYPE 316 STAINLESS STEEL, NEMA 4X RATED, WITH GASKETED WEATHERPROOF DOORS.
3. SEAL-OFF CONNECTIONS & CONDUIT CONSTRUCTION FOR ALL CONDUITS PENETRATING INTO THE WET WELL SHALL COMPLY WITH, & BE INSTALLED PER, NEC ARTICLE 501, LATEST EDITION.

NEW SMYRNA BEACH UTILITIES	
LIFT STATION EQUIPMENT RACK (WET WELL SIDE)	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-31



NOTE:
1. DEADFRONT LAYOUT SHOWN IS REPRESENTATIVE. ACTUAL LAYOUT SHALL BE COORDINATED WITH SOLCON RVSS REP ICON TECHNOLOGIES.
2. NSBU ENGINEERING AND LIFT STATION DEPARTMENTS MAY REQUIRE A VFD OVER A SOFT START, WHERE FLOW SUPERSEDES PUMP HORSEPOWER.

NEW SMYRNA BEACH UTILITIES	
LIFT STATION SOFT STARTER PANEL ELEVATION	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-33

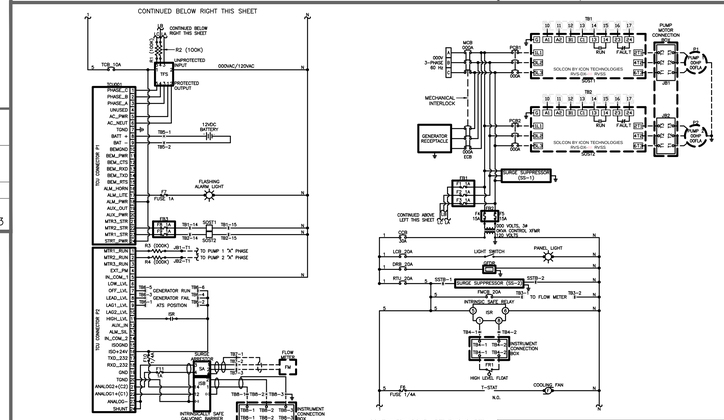


NOTE: DEADFRONT & BASE PLATE LAYOUTS SHOWN ARE REPRESENTATIVE. ACTUAL LAYOUTS SHALL BE COORDINATED WITH EQUIPMENT MANUFACTURERS & DATA FLOW SYSTEMS, INC.

ENCLOSURE & DEADFRONT LAYOUT

BASE PLATE LAYOUT

NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL PANEL ELEVATION	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-34

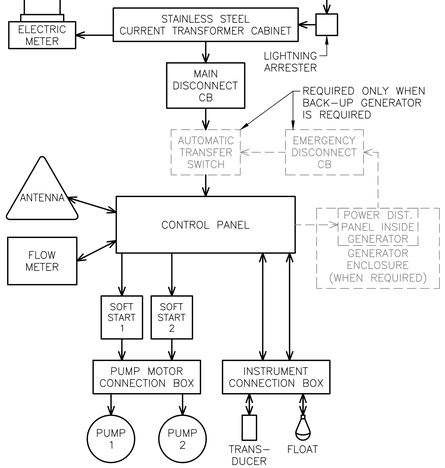


ABBREVIATIONS

A	AMPS	DRB	DUPLEX RECEPTACLE BREAKER	ISR	INTRINSICALLY SAFE RELAY	NO	NORMALLY OPEN
AC	ALTERNATING CURRENT	ECB	EMERGENCY CIRCUIT BREAKER	L1	"A" PHASE LINE	OL	OVERLOAD
ATS	AUTOMATIC	FB	FUSE BLOCK	L2	"B" PHASE LINE	PDP	PHASE DISTRIBUTION PANEL
ATS	AUTOMATIC TRANSFER SWITCH	FBM	FUSE BLOCK [NUMBER]	L3	"C" PHASE LINE	PM	PHASE MONITOR
AUX	AUXILIARY	FLA	FULL LOAD AMPS	LCB	LIGHT CIRCUIT BREAKER	PWR	POWER
CB	CIRCUIT	FU	FUSE [NUMBER]	LT	LIGHT	RTU	REMOTE TELEMETRY UNIT
C	CONDUIT	FMCB	FLOW METER CIRCUIT BREAKER	MA	MILLIAMPS	RTU	RECEIVED TO SEND
CB	CIRCUIT BREAKER	FR	FLOAT REGULATOR	MCB	MAIN CIRCUIT BREAKER	RTS2	REMOTE TERMINAL UNIT
CDF	CONTROL CIRCUIT BREAKER	GFCI	GROUND FAULT DUPLEX RECEPTACLE	MP	MOTOR PROTECTOR	V	VOLTS
COM	COMMON	GND	GROUND	MS	MOTOR STARTER	VA	VOLTS ALTERNATING CURRENT
CTS	CLEAR TO SEND	HP	HORSEPOWER	MTR	MOTOR	VD	VOLTS DIRECT CURRENT
DFS	DATA FLOW SYSTEMS, INC.	ISB	INTRINSICALLY SAFE BARRIER	N	NEUTRAL	VFD	VARIABLE FREQUENCY DRIVE
						XFMR	TRANSFORMER

NOTE: CONTRACTOR SHALL COORDINATE PANEL WIRING AND TERMINATIONS DIRECTLY WITH THE PANEL BUILDER(S), AND THE NON-CLOG SUBMERSIBLE PUMP SUPPLIER.

NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL PANEL WIRING DIAGRAM	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-36



NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL RISER SINGLE LINE DIAGRAM	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-35

120V SCHEDULE SHOWN FOR GENERAL INFO ONLY. CIRCUIT BREAKERS ARE AN INTEGRAL PART OF THE FACTORY ASSEMBLED CONTROL PANEL. SEE SCHEMATIC FOR DETAILS.

CKT	DESCRIPTION	VA	BKR	WIRES	CONDUIT
PCB1,2	PUMP	000	OP-00A	2-#12, 1-#12 GND	INTERNAL
CCB	CONTROL CB/DFS TCU	500	1P-30A	2-#12, 1-#12 GND	INTERNAL
LCB	PUMP CP LIGHT	240	1P-20A	2-#12, 1-#12 GND	INTERNAL
DRB	PUMP CP RECEPTACLE	360	1P-20A	2-#12, 1-#12 GND	INTERNAL
RTU	REMOTE TELEMETRY UNIT	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
FMCB	FLOW METER	100	1P-20A	2-#12, 1-#12 GND	INTERNAL
TCB	TRANSIENT FILTER SHIELD	300	1P-10A	2-#12, 1-#12 GND	INTERNAL
MS1A	PUMP 1 PROTECTION RELAY	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
MS2A	PUMP 2 PROTECTION RELAY	000	1P-20A	2-#12, 1-#12 GND	INTERNAL
F11	FLOW TRANSMITTER	1A	1A FUSE	2-#12, 1-#12 GND	SCH 40 PVC/INTERNAL
	TOTAL	0000			

NEW SMYRNA BEACH UTILITIES	
LIFT STATION CONTROL PANEL SCHEDULE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	SS-38

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32114
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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TRANSPORTATION
(LC 42)
(EB 4583)

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4	07-16-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: MKW
DRAWING FILE: 39-47_18169-DET-PH3-4
XREFS: 18169BAS.DWG
XREFS: 18169SUR.DWG

MELIA L. RUSSELL LICENSE No 68357 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Melia L Russell
DN: c=US, o=Florida, ou=A01410D0000018D5E6500400F00, cn=Zev Cohen and Associates, l=Unit
Reason: I am the author of this document
Location: Contact me at mrussell@zevcohen.com
Date: 2025-07-24 15:31:36-04'00'

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C47 OF 47

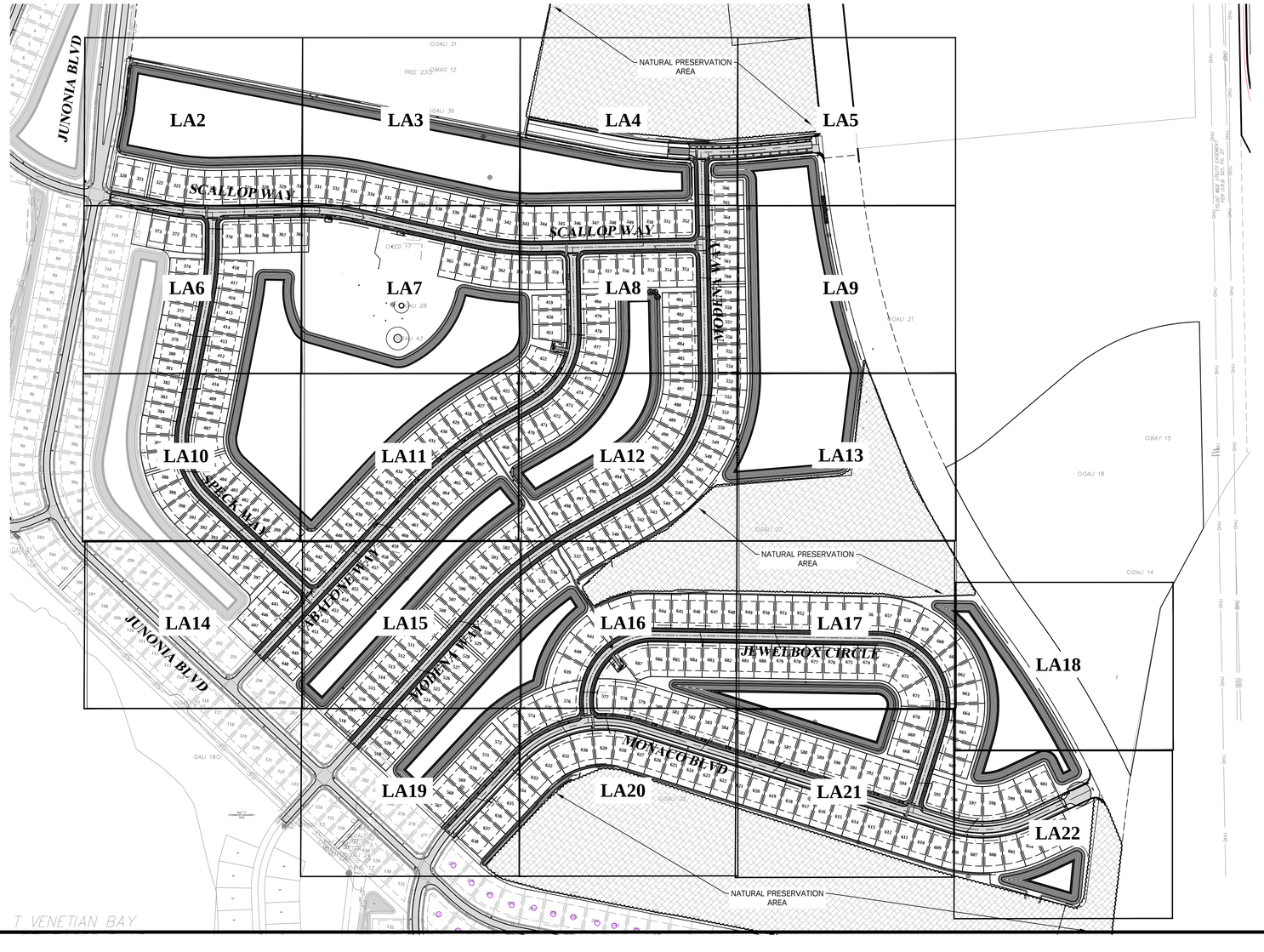
R:\18169 — SHELL POINTE CO\CIVIL ENGINEERING PLANS\CAD\DWGS\PHASES 3 & 4\39-47_18169-DET-PH3-4.DWG — PRINTED 7/31/2025 2:42 PM

PLANT SCHEDULE

CODE	QTY	LA 10	LA 11	LA 12	LA 13	LA 14	LA 15	LA 16	LA 17	LA 18	LA 19	LA 2	LA 20	LA 21	LA 22	LA 3	LA 4	LA 5	LA 6	LA 7	LA 8	LA 9	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
TREES																												
CV	12									6								2				4	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.		
ED	102		38	10		14	16														24		ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.			FULL TO GROUND
IP	96	37				13				6					2			2	30			6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.		
QL	364			45			37	9			28	9	42	39	24		8		27	37	59		QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.			
QS	14		3	3				8															QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.			
QV	23	2	1	2			4	1	1		2	2				2	2		1		1	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.			
QV2	14									6					1			2				5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.			
QH	22																10	12					QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.			
SB	10	1	2	2			2		1					2									SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.			
TD	174	3	8	1	3		2	43	46	3	4	6	1	19	8	5	10	3		3	3	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.			
PALM TREES																												
SS	106		17	14	5		6	12	3	10		6		3		6	3		3		8	10	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.			
CODE	QTY	LA 10	LA 11	LA 12	LA 13	LA 14	LA 15	LA 16	LA 17	LA 18	LA 19	LA 2	LA 20	LA 21	LA 22	LA 3	LA 4	LA 5	LA 6	LA 7	LA 8	LA 9	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS																												
MC2	198									99								24				75	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	344									129					43			43				129	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS																												
MC	468		20	10				30		153					51			51				153	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	950									441					34			147				328	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	
SOD																												
PNA	516,550 SF							253 SF						68,032 SF	272,931 SF		171,362 SF	3,972 SF					PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			
SSP	41,611 SF					1,337 SF					5,135 SF		9,717 SF		4,583 SF		1,494 SF		8,251 SF	2,985 SF	8,109 SF		STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	06-06-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

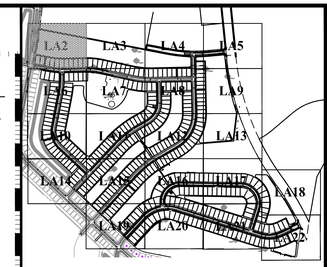
PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: LA1 OF 23

PLANT SCHEDULE LA 2

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	9	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	6	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	6	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP

MATCHLINE - SEE SHEET LA3

MATCHLINE - SEE SHEET LA6

JUNONIA BLVD

SCALLOP WAY

BAHIA SOD

ST. AUGUSTINE SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

3' MULCH RING TYP.

5' MULCH RING TYP.

320 321 322 323 324 325 326 327 328 329 330

0 15 30 45 60

SCALE : 1" = 30'

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XREF'S: 18169BAS.DWG
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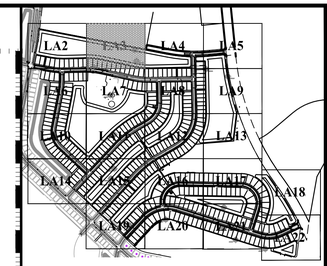
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO. 6667462
NOT VALID WITHOUT SEAL

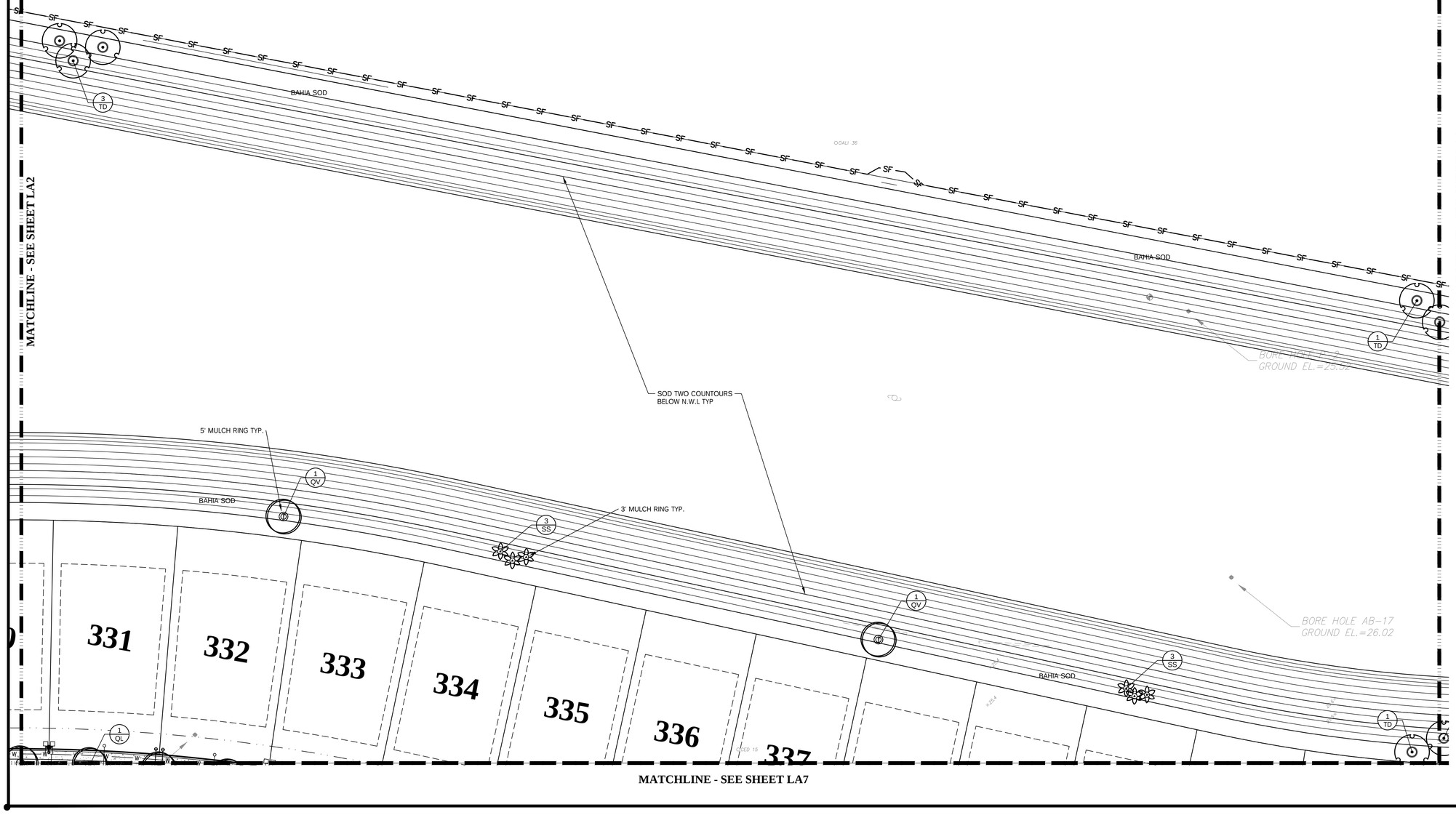
SHEET: LA2 OF 23

PLANT SCHEDULE LA 3

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	6	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP



SCALE : 1" = 30'

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
(EB 4349)

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

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DRAFTED BY: JES

CHECKED BY: JES

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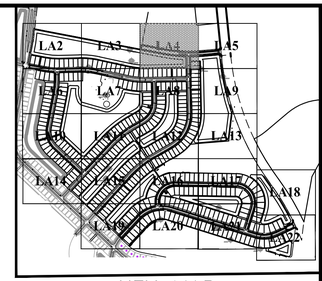
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA3 OF 23

PLANT SCHEDULE LA 4

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	8	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
QH	10	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.	
TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
PNA	171,362 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---		
SSP	1,494 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

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CHECKED BY: JES
DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

MATCHLINE - SEE SHEET LA3

MATCHLINE - SEE SHEET LA5

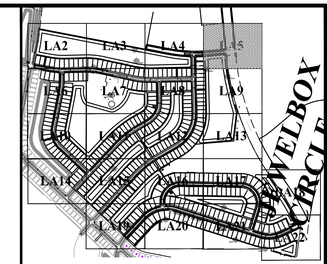
NATURAL PRESERVATION AREA

SF SF SF

PLANT SCHEDULE LA 5

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
CV	2	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.	
IP	2	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV2	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
QH	14	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
MC2	24	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	43	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	51	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	147	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	
SOD							
PNA	4,283 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

NATURAL PRESERVATION AREA

MATCHLINE - SEE SHEET LA4

LIMPET WAY

BAHIA SOD

10 QH
10 QH
3 TD
34 SP
25 MC
1 QV2
2 IP
26 MC
43 SR
2 CV
39 SP
23 MC2
40 SP
34 SP
1 QV2

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP

MATCHLINE - SEE SHEET LA9

0 15 30 45 60

SCALE : 1" = 30'

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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

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3	04-04-25	MLR	RESUBMITTED TO CITY
4	09-04-60	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA-PHASE 3-4
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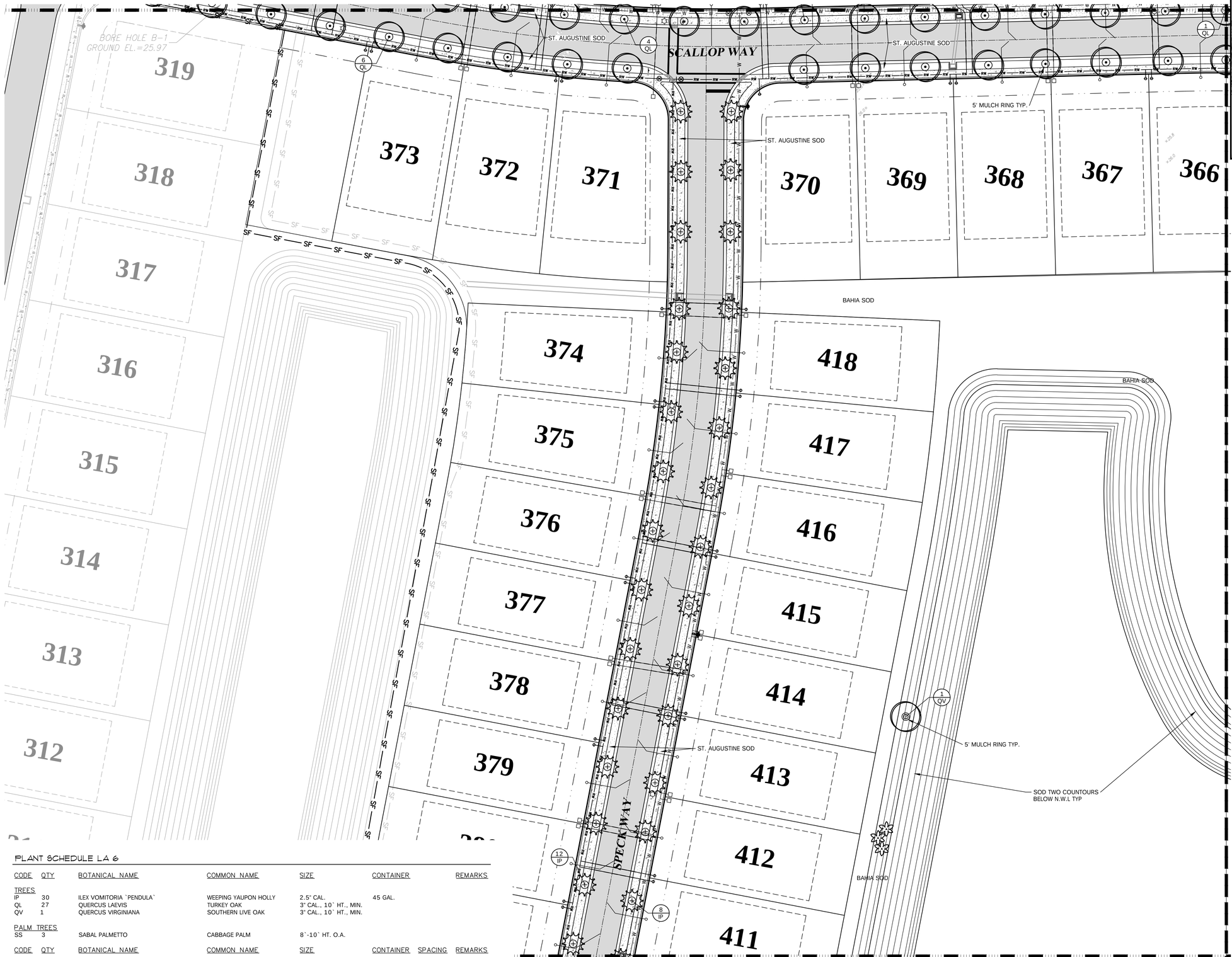
XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

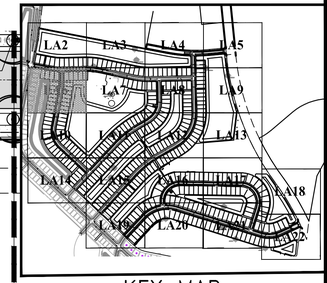
SHEET: LA5 OF 23

MATCHLINE - SEE SHEET LA2



MATCHLINE - SEE SHEET LA7

MATCHLINE - SEE SHEET LA10



KEY MAP

PLANT SCHEDULE LA 6

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
IP	30	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QL	27	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SOD							
SSP	8,251 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
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XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO 6667462
NOT VALID WITHOUT SEAL

SHEET: LA6 OF 23

MATCHLINE - SEE SHEET LA3

MATCHLINE - SEE SHEET LA6

MATCHLINE - SEE SHEET LA8

MATCHLINE - SEE SHEET LA11

338 339 340 341 342

365 364 363 362 361

ST. AUGUSTINE SOD

ST. AUGUSTINE SOD

ST. AUGUSTINE SOD

5' MULCH RING TYP.

SCALLOP WAY

BORE HOLE B-12
GROUND EL.=24.87

BORE HOLE B-13
GROUND EL.=24.85

BAHIA SOD

1 QL

16 QL

4 QL

3 TD

SOD TWO COUNTOURS BELOW N.W.L TYP

TREES TO REMAIN

OAK 17

OAK 18

OAK 43

KEY MAP

LA1 LA2 LA3 LA4 LA5 LA6 LA7 LA8 LA9 LA10 LA11 LA12 LA13 LA14 LA15 LA16 LA17 LA18 LA19 LA20 LA21 LA22

PLANT SCHEDULE LA 7

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	37	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	2,985 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
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MATCHLINE - SEE SHEET LA4

MATCHLINE - SEE SHEET LA4

PLANT SCHEDULE LA 8

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
ED	24	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.	FULL TO GROUND
QL	59	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	8	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	8,109 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

343 344 345 351 352 564 563 562 561 560 559 558 557 556 555 554 360 359 358 357 356 355 354 353 419 420 421 422 423 480 479 478 477 476 481 482 483 484 485 486

SCALLOP WAY

MODENA WAY

ABALONE WAY

ST. AUGUSTINE SOD

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

12 QL · 2 QL · 5 QL · 4 QL · 10 QL · 13 QL · 2 QL · 3 SS · 5 SS · 1 QV · 3 TD · 12 ED · 12 ED

MATCHLINE - SEE SHEET LA7

MATCHLINE - SEE SHEET LA9

MATCHLINE - SEE SHEET LA12

KEY MAP

0 15 30 45 60

SCALE : 1" = 30'

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4	09-04-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK
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LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
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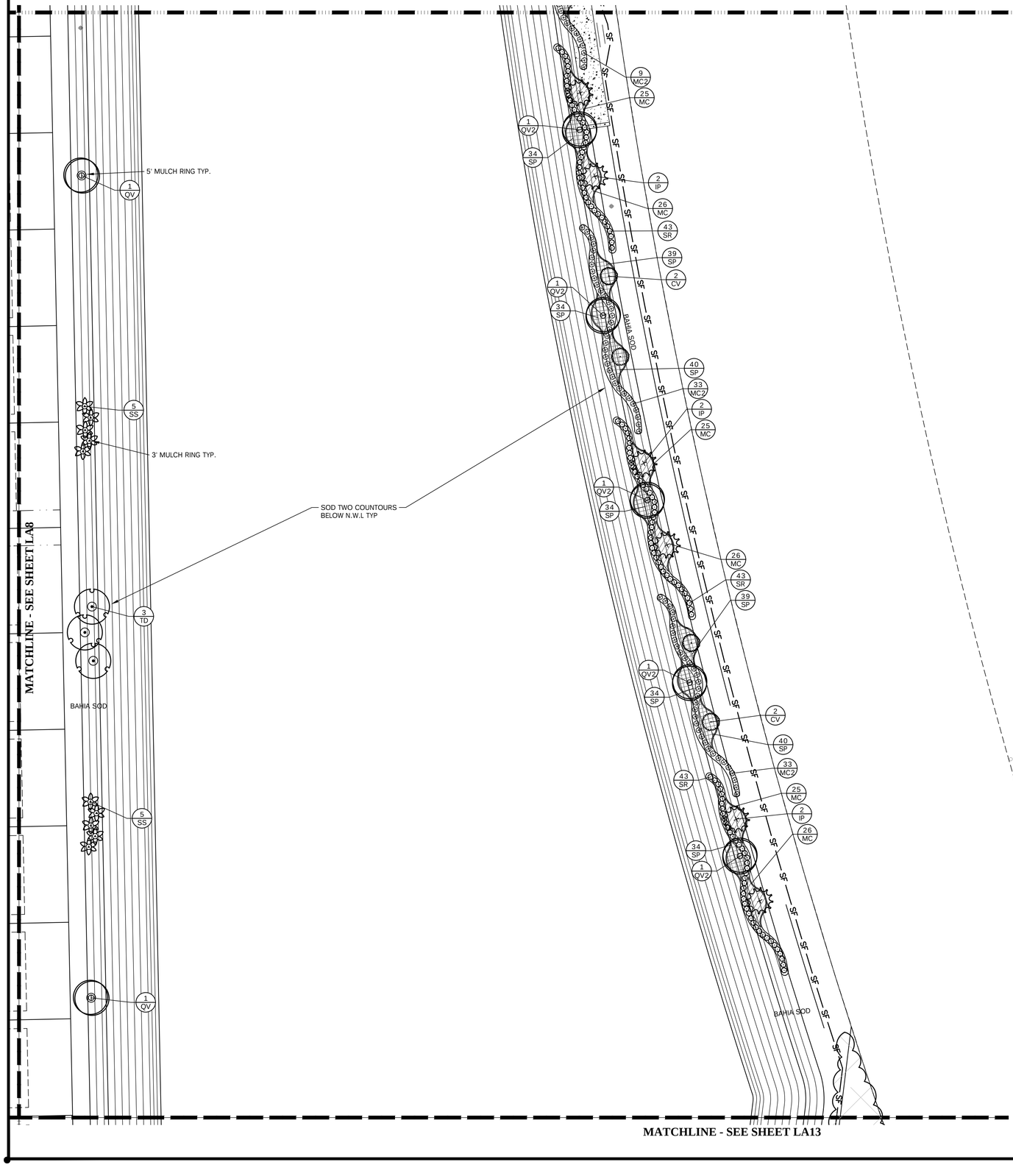
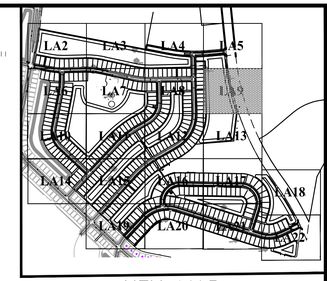
SHEET: LA8 OF 23

MATCHLINE - SEE SHEET LA5





KEY MAP

PLANT SCHEDULE LA 9

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
CV	4	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.	
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
QV2	5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	10	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
MC2	75	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	129	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	153	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	328	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	

0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK PHASE 3 & 4
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CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA9 OF 23

MATCHLINE - SEE SHEET LA6

382 383 384 385 386 387 388 389 390 391 392 393 410 409 408 407 406 405 404 403 402 401 400 399 398

ST. AUGUSTINE SOD

BAHIA SOD

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP

SPECK WAY

1 SB

1 QV

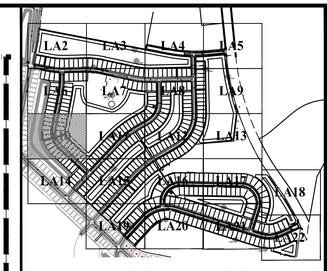
3 TD

17 IP

15 IP

MATCHLINE - SEE SHEET LA14

MATCHLINE - SEE SHEET LA11



KEY MAP

PLANT SCHEDULE LA 10

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
IP	37	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
SB	1	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		

0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK PHASE 3 & 4
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XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA10 OF 23

PLANT SCHEDULE LA 11

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
ED	38	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.		FULL TO GROUND
QS	3	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.		
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.		
TD	8	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	17	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
GROUND COVERS							
MC	20	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	ANOVA AL1980R ALLURE RECYCLED PLASTIC 6` CONTOUR BENCH	2	

MATCHLINE - SEE SHEET LA10

MATCHLINE - SEE SHEET LA7

MATCHLINE - SEE SHEET LA12

MATCHLINE - SEE SHEET LA15

BAHIA SOD

SOD TWO COUNTOURS BELOW N.W.L TYP

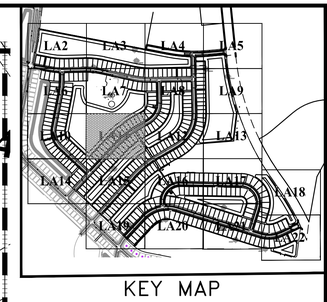
ST. AUGUSTINE SOD

5' MULCH RING TYP.

ABALONE WAY

424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 467 466 465 464 463 462 461 460 469 468 501

1 SB; 5 SS; 17 ED; 15 ED; 3 QS; 3 TD; 10 MC; 1 QV; 2 TD



KEY MAP

0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK
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CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA11 OF 23

MATCHLINE - SEE SHEET LA8

MATCHLINE - SEE SHEET LA11

MATCHLINE - SEE SHEET LA13

MATCHLINE - SEE SHEET LA16

ABALONE WAY

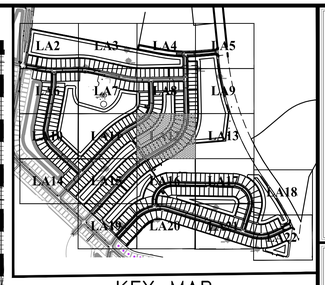
MODENA WAY

BAHIA SOD

ST. AUGUSTINE SOD

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP



KEY MAP

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	ANOVA AL1980R ALLURE RECYCLED PLASTIC 6` CONTOUR BENCH	1	

PLANT SCHEDULE LA 12

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
ED	10	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.		FULL TO GROUND
QL	45	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QS	3	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.		
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.		
TD	1	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	14	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
GROUND COVERS							
MC	10	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	

0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK
PHASE 3 & 4
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CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
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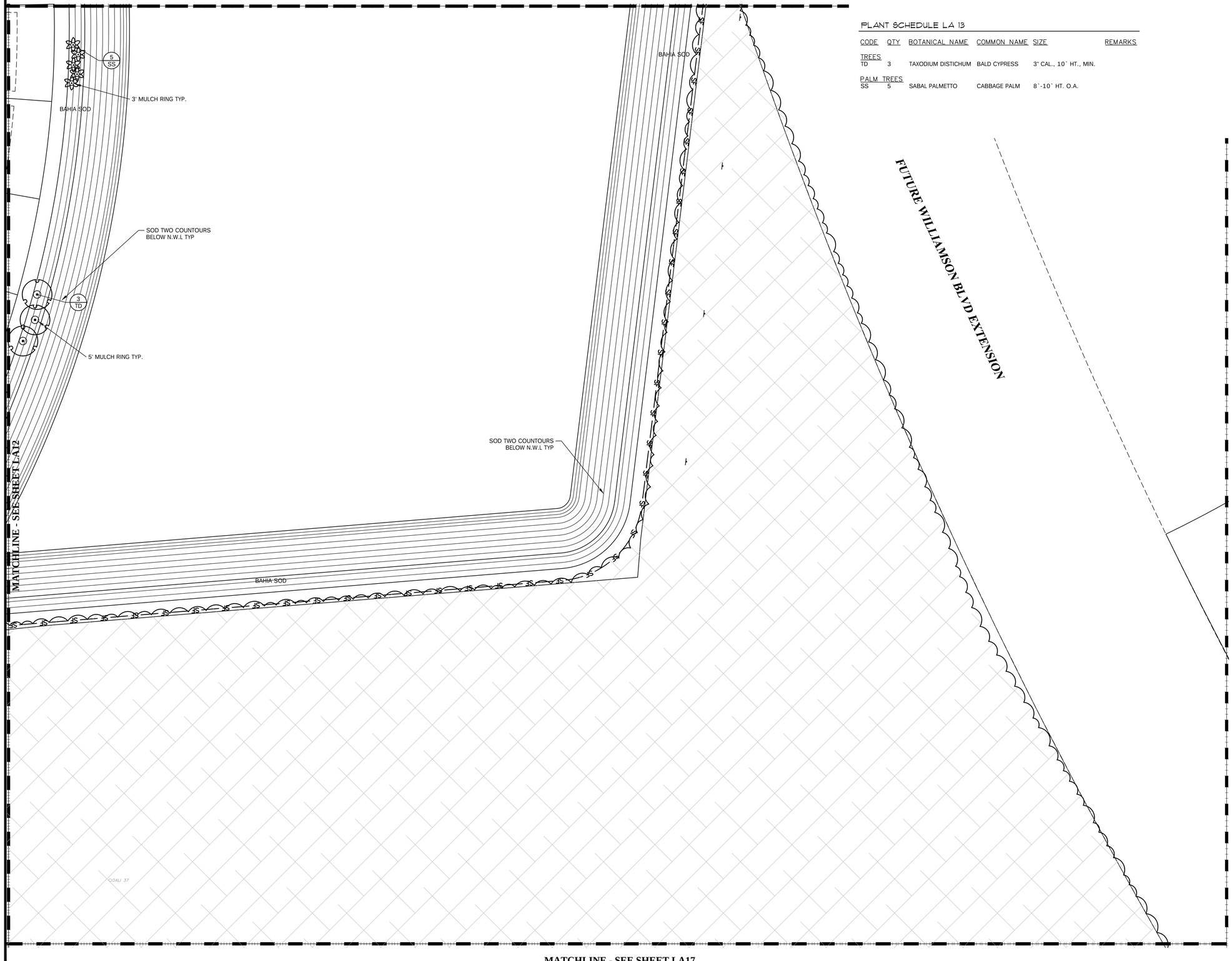
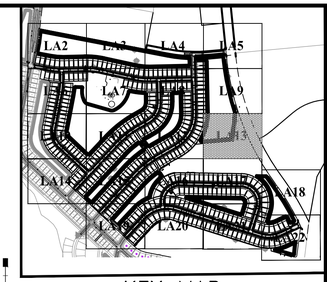
SHEET: LA12 OF 23

MATCHLINE - SEE SHEET LA9



PLANT SCHEDULE LA 13

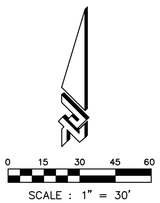
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	5	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES



SCALE : 1" = 30'

MATCHLINE - SEE SHEET LA17

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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4518)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	10-20-23	MLR	INITIAL SUBMITTAL TO CITY
2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	00-00-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

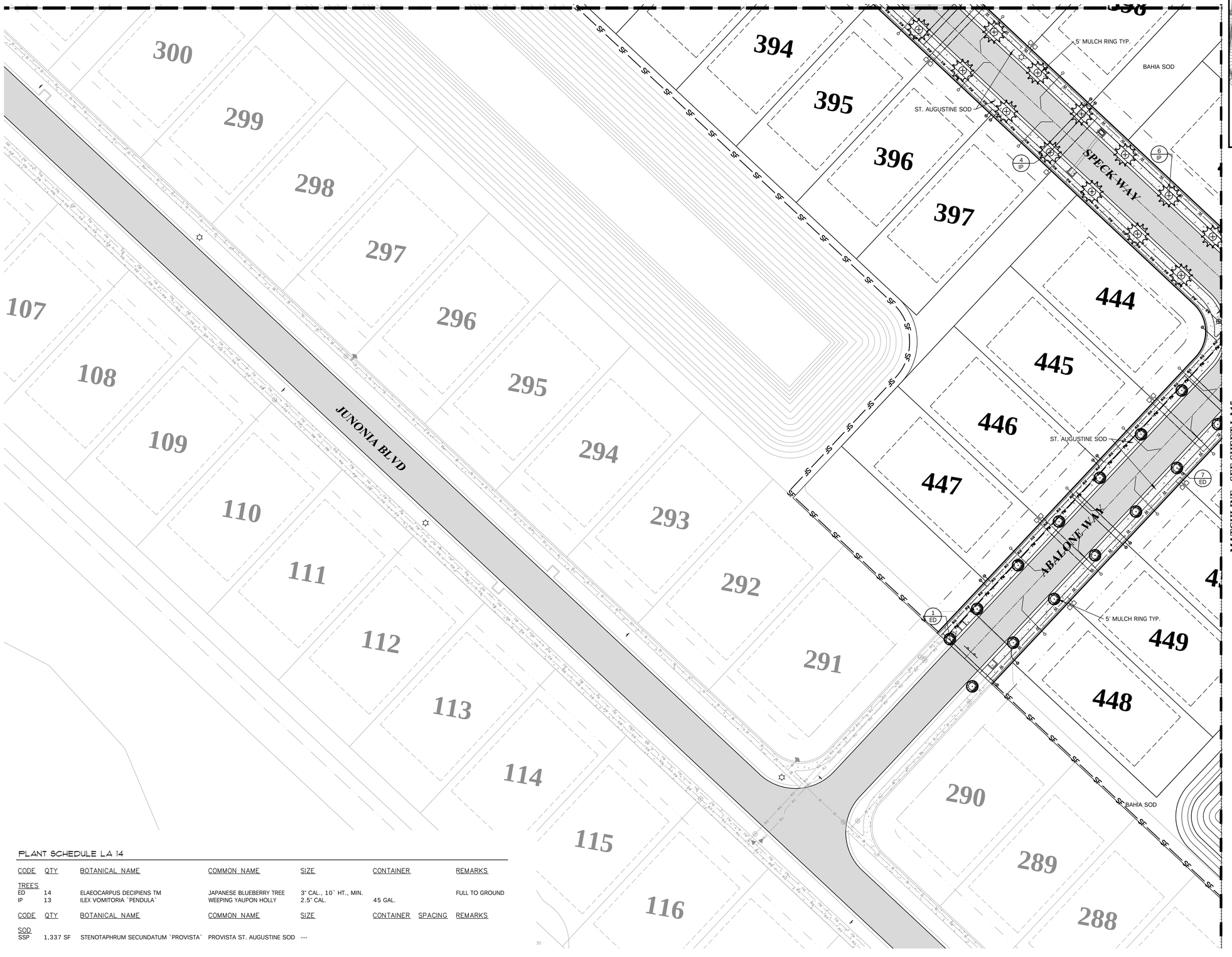
CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

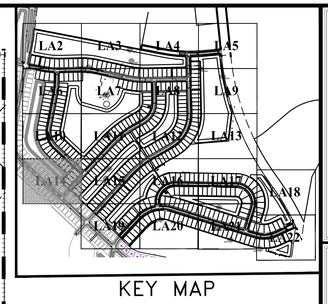
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA13 OF 23

MATCHLINE - SEE SHEET LA10



MATCHLINE - SEE SHEET LA15



KEY MAP

SCALE : 1" = 30'

PLANT SCHEDULE LA 14

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
ED	14	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.		FULL TO GROUND
IP	13	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SOD							
SSP	1,337 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

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ARDISIA PARK
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FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

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DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREFS: 18169BAS.DWG
XREFS: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA14 OF 23

MATCHLINE - SEE SHEET LA11

MATCHLINE - SEE SHEET LA14

MATCHLINE - SEE SHEET LA16

MATCHLINE - SEE SHEET LA19

ABALONE WAY

MODENA WAY

441 442 443 451 452 453 454 455 456 457 458 459 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 524 525 526 527 528 529 530 531 532 533

ST. AUGUSTINE SOD

BAHIA SOD

5' MULCH RING TYP.

SOD TWO COUNTOURS BELOW N.W.L TYP

BORE HOLE B-8
GROUND EL.=23.85

1 ED

7 ED

1 QV

3 SS

1 SB

12 QL

14 QL

KEY MAP

LA1 LA2 LA3 LA4 LA5 LA6 LA7 LA8 LA9 LA10 LA11 LA12 LA13 LA14 LA15 LA16 LA17 LA18 LA19 LA20 LA21 LA22

PLANT SCHEDULE LA 15

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
ED	16	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	3" CAL., 10` HT., MIN.	FULL TO GROUND
QL	37	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	4	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	2	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	6	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

0 15 30 45 60

SCALE : 1" = 30'

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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

MATCHLINE - SEE SHEET LA12

MODENA WAY

ST. AUGUSTINE SOD

BAHIA SOD

NATURAL PRESERVATION AREA

SOD TWO COUNTOURS BELOW N.W.L TYP

JEWELBOX CIRCLE

5' MULCH RING TYP

ST. AUGUSTINE SOD

MATCHLINE - SEE SHEET LA15

MATCHLINE - SEE SHEET LA17

MATCHLINE - SEE SHEET LA20

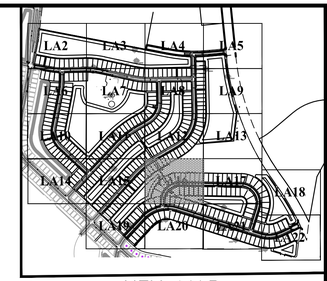
PLANT SCHEDULE LA 16

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
QL	9	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QS	8	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL., 10` HT., MIN.		
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	43	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	12	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
GROUND COVERS							
MC	30	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SOD							
PNA	253 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	ANOVA AL1980R ALLURE RECYCLED PLASTIC 6` CONTOUR BENCH	3	



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

SCALE : 1" = 30'

MATCHLINE - SEE SHEET LA20

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4	06-06-00	MLR	RESUBMITTED TO CITY

ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA16 OF 23

MATCHLINE - SEE SHEET LA13

NATURAL PRESERVATION AREA

MATCHLINE - SEE SHEET LA16

MATCHLINE - SEE SHEET LA18

649 650 651 652 653 654 655 656 657 658 659 660 661 671 672 673 674 675 676 677 678 679 680 681

JEWELBOX CIRCLE

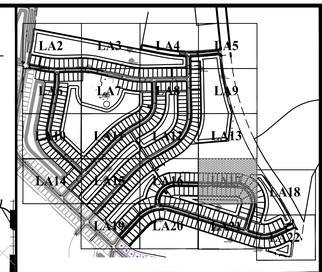
4 TD
18 TD
5 TD
4 TD
11 TD
1 QV
1 SB

ST. AUGUSTINE SOD
5' MULCH RING TYP.
BAHIA SOD
SOD TWO COUNTOURS BELOW N.W.L TYP

MATCHLINE - SEE SHEET LA21

PLANT SCHEDULE LA 17

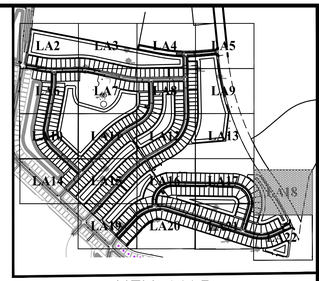
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
SB	1	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	46	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	



PLANT SCHEDULE LA 18

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
CV	6	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	3" CAL., 10` HT., MIN.	30 GAL.	
IP	6	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QV2	6	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		
PALM TREES						
SS	10	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.		

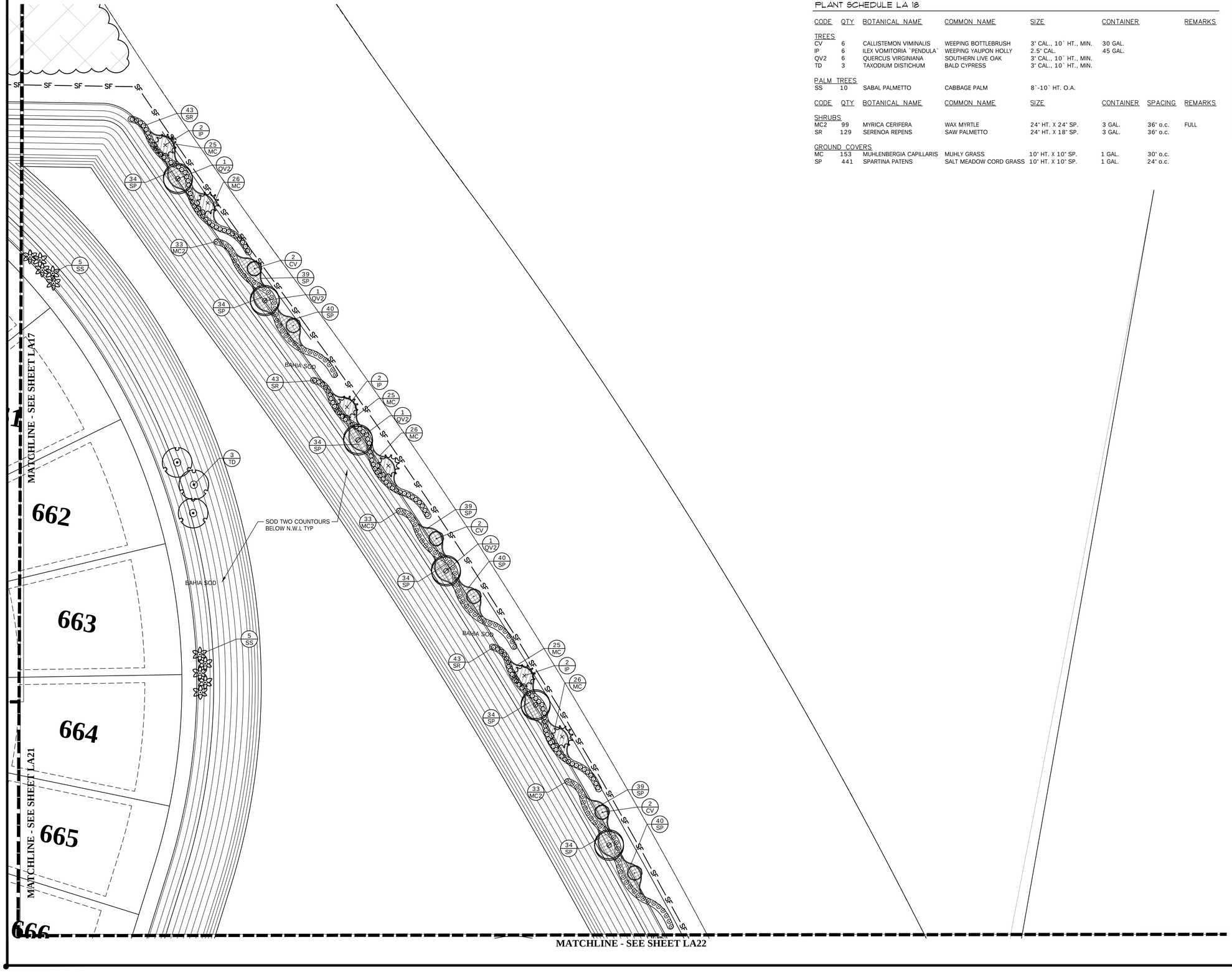
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
MC2	99	MYRICA CERIFERA	WAX MYRTLE	24" HT. X 24" SP.	3 GAL.	36" o.c.	FULL
SR	129	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	153	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	441	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES



0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

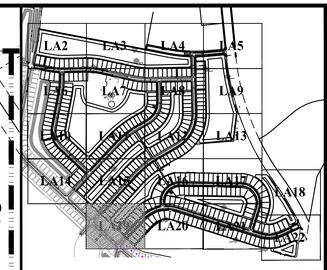
CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
NOT VALID WITHOUT SEAL

SHEET: LA18 OF 23

MATCHLINE - SEE SHEET LA15

MATCHLINE - SEE SHEET LA20





KEY MAP

PLANT SCHEDULE LA 19

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	28	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.	
TD	4	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	5,135 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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ARDISIA PARK PHASE 3 & 4
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VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: LA19 OF 23

MATCHLINE - SEE SHEET LA16

MONACO BLVD

574 581 582 583 584

631 630 629 628 627 626 625 624 623 622

632 633

ST. AUGUSTINE SOD

5' MULCH RING TYP.

BAHIA SOD

NATURAL PRESERVATION AREA

MATCHLINE - SEE SHEET LA19

MATCHLINE - SEE SHEET LA21

KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

SCALE : 1" = 30'

PLANT SCHEDULE LA 20

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	42	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
TD	1	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
SSP	9,717 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---		

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ARDISIA PARK
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XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO. 6667462
NOT VALID WITHOUT SEAL

MATCHLINE - SEE SHEET LA17

MATCHLINE - SEE SHEET LA20

MATCHLINE - SEE SHEET LA22

585 586 587 588 589 590 591 592 593 594 595 596

620 619 618 617 616 615 614 613 612 611 610 609

670 669 668 667 666

SOD TWO COUNTOURS BELOW N.W.L TYP

BAHIA SOD

ST. AUGUSTINE SOD

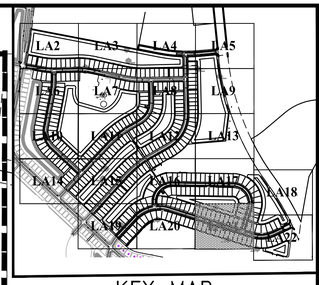
MONACO BLVD

JEWELBOX CIRCLE

5' MULCH RING TYP.

NATURAL PRESERVATION AREA

1 SB · 2 TD · 3 SS · 4 TD · 3 TD · 18 QL · 4 QL · 2 QL



KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

PLANT SCHEDULE LA 21

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
QL	39	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.	
SB	2	SALIX BABYLONICA	WEEPING WILLOW	3" CAL., 10` HT., MIN.	
TD	19	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.	
PALM TREES					
SS	3	SABAL PALMETTO	CABBAGE PALM	8`-10` HT. O.A.	

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SOD						
PNA	68,032 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---		

0 15 30 45 60

SCALE : 1" = 30'

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VOLUSIA COUNTY - FLORIDA

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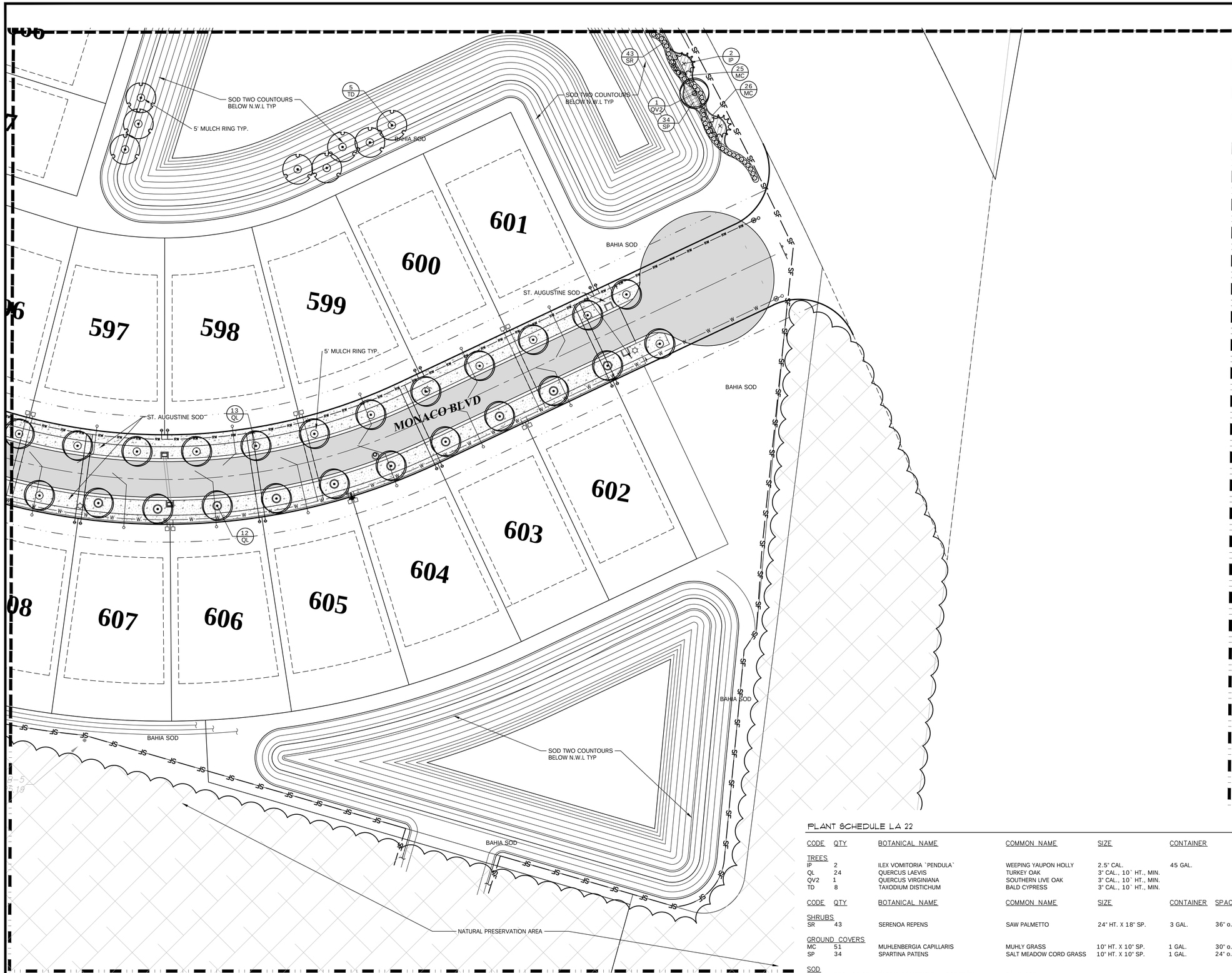
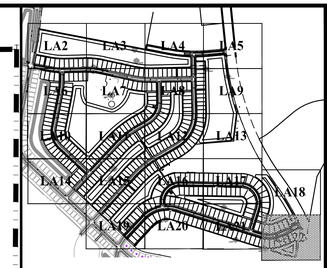
NOT VALID WITHOUT SEAL

SHEET: LA21 OF 23





KEY MAP

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN.
PHASE 3&4 REQUIRED PRESERVATION 40.5
PHASE 3&4 PROVIDED PRESERVATION 61 ACRES

PLANT SCHEDULE LA 22

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
IP	2	ILEX VOMITORIA `PENDULA`	WEEPING YAUPON HOLLY	2.5" CAL.	45 GAL.	
QL	24	QUERCUS LAEVIS	TURKEY OAK	3" CAL., 10` HT., MIN.		
QV2	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 10` HT., MIN.		
TD	8	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL., 10` HT., MIN.		

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
SR	43	SERENOA REPENS	SAW PALMETTO	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
MC	51	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	30" o.c.	
SP	34	SPARTINA PATENS	SALT MEADOW CORD GRASS	10" HT. X 10" SP.	1 GAL.	24" o.c.	
SOD							
PNA	273,199 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA SOD	---			
SSP	5,306 SF	STENOTAPHRUM SECUNDATUM `PROVISTA`	PROVISTA ST. AUGUSTINE SOD	---			

0 15 30 45 60

SCALE : 1" = 30'

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 4583)

NO	DATE	BY	SUBMITTALS / REVISIONS
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ARDISIA PARK
PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES

DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
XREF'S: XXXXX.DWG

CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO.6667462
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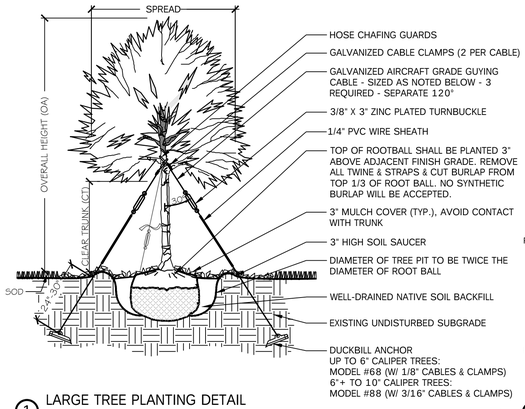
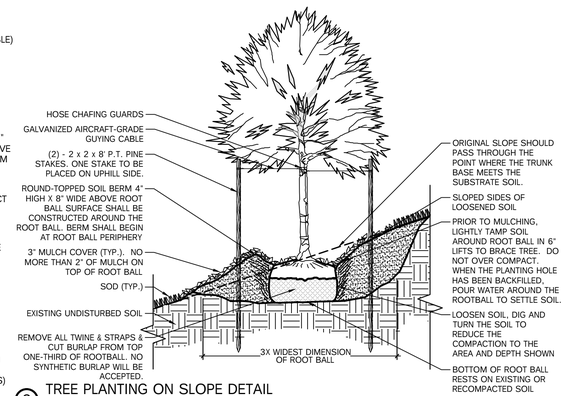


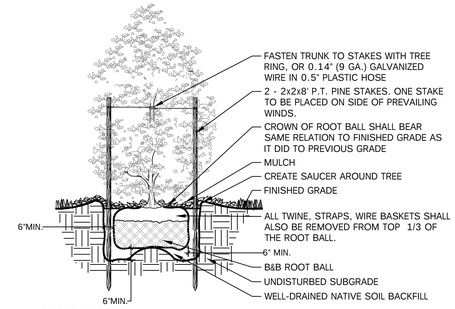
1 LARGE TREE PLANTING DETAIL

N.T.S. P-LA-TRE1-01



2 TREE PLANTING ON SLOPE DETAIL

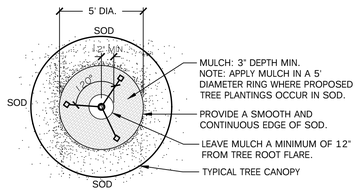
N.T.S. P-LA-TRE1-05



SPECIFICATIONS:
1. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
2. WATER THOROUGHLY AFTER INSTALLATION.
3. REMOVE TREE RINGS AND STAKES UPON TREE ESTABLISHMENT (MAX. ONE YEAR AFTER INSTALLATION)
4. PROVIDED DRAINAGE FOR PLANTING PIT IN IMPERMEABLE SOIL.

3 FULL TO GROUND TREE PLANTING DETAIL

N.T.S P-LA-TRE1-02

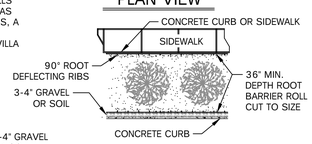


4 TREE MULCHING DETAIL IN SOD AREAS

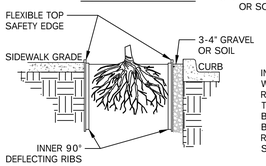
N.T.S. P-LA-MUL-TREE-01

ROOT BARRIERS ARE BLACK, MANUFACTURED FROM 50% RECYCLED POLYSTYRENE PLASTIC WITH ULTRAVIOLET INHIBITORS, COMES IN 20' ROLLS OR 2' PANELS, AND ARE .06" IN THICKNESS, AS MANUFACTURED BY CENTURY ROOT BARRIERS, A WHOLESALE VENDOR AND MANUFACTURER: 714-632-7083; ALSO MANUFACTURED BY VILLA ROOT BARRIER: 800-654-4067.

PLAN VIEW



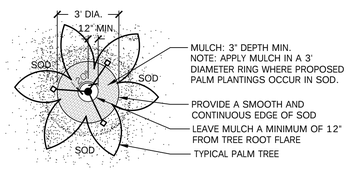
SECTION VIEW



INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. THE RAISED ROOT GUIDING RIBS MUST BE FACING TOWARDS THE TREE ROOTS. THE TOP OF THE ROOT BARRIER MUST BE SLIGHTLY ABOVE GRADE AND SHALL BE COVERED BY MULCH ONLY (NEVER BELOW GRADE). POSITION ROOT BARRIER VERTICALLY WITH TOP AGAINST THE STRUCTURE TO BE PROTECTED.

5 ROOT BARRIER DETAIL (LINEAR APPLICATION)

N.T.S. P-LA-ROO-01



6 PALM MULCHING DETAIL IN SOD AREAS

N.T.S. P-LA-MUL-PALM-01

STREET TREES NOTES:

1. STREET TREES INDICATED ON THIS PLAN SHALL BE PLANTED MIN. 2 FEET FROM B.O.C. (TYPICAL).
2. STREET TREES SHALL BE PLANTED APPROXIMATELY 40 FOOT ON CENTER.
3. THE FINAL LOCATION OF THE TREES INDICATED ON THIS PLAN SHALL BE FIELD DETERMINED AFTER EACH INDIVIDUAL LOT IS CONSTRUCTED IN ORDER TO AVOID CONFLICTS WITH PROPOSED UTILITIES AND ENTRANCE DRIVEWAYS. ALL STREET TREES TO BE PLANTED A MINIMUM OF 5' AWAY FROM ANY WATER, SEWER OR ELECTRIC SERVICES. (TYPICAL)
4. THE TOTAL NUMBER OF STREET TREES TO BE INSTALLED SHALL BE EQUAL TO OR GREATER THAN 675 TREES.
5. TREES SHALL BE PLANTED A MINIMUM OF 2 FEET AWAY FROM PROPOSED SIDEWALKS, CURBING, DRIVEWAYS, AND UTILITIES.
6. ALL MEDIAN AND STREET TREE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH F.D.O.T STANDARD INDEX 546 FOR INTERSECTION SIGHT LINES AND CLEAR ZONES.
7. ALL STREET TREES AND PALMS PROVIDED SHALL BE IN CONFORMANCE WITH MINIMUM SIZE REQUIREMENTS AS DESCRIBED IN THE MASTER DEVELOPERS AGREEMENT OR LAND DEVELOPMENT CODE AS SPECIFIED IN THE PLANT LISTED PROVIDED HEREIN.
8. STREET TREE LOCATIONS INDICATED FOR PHASE 1 SHALL BE INSTALLED AT TIME OF RESIDENTIAL HOME CONSTRUCTION.
9. CONFLICTS WITH TREE LOCATION, IN REFERENCE TO (BUT NOT LIMITED TO) SIDEWALKS AND ROADS, ARE TO BE FINALIZED AT CONSTRUCTION OF SUCH STRUCTURES AND COORDINATED WITH THE LANDSCAPE ARCHITECT
10. STREET TREES SHALL BE A MINIMUM OF 2 ½" INCH CALIPER, WITH A 6' FOOT CLEAR TRUNK.

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE "B" OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD UNLESS OTHERWISE SPECIFIED ON THE PLANS AS FLORATAM ST. AUGUSTINE SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. NATURAL AREAS: NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.
19. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
23. ROOT BARRIER: ROOT BARRIER TO BE INSTALLED FOR ALL STREET TREES AT AN APPROPRIATE DISTANCE AWAY FROM TREE WHERE ROOTS WILL DISTURB INFRASTRUCTURE.
24. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE.
25. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT 'REDLINES' SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.
26. SEED & MULCH: CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED AREA AFTER FIRST APPLICATION TO ASSURE THE TOP ONE (1) INCH OF SOIL IS MOIST. CONTRACTOR SHALL RE-INPSECT SEEDED AREA (MINIMUM OF THREE (3) TIMES WEEKLY), AND WATER AS NECESSARY TO ASSURE SURVIVABILITY. IF THERE ARE AREAS IN DECLINE THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-APPLICATION OF SEED TO FAILED AREAS.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS AND PROVIDE TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.
3. AMEND EXISTING AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL NEW PLANTINGS.

ZEV COHEN & ASSOCIATES, INC.
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(LC 42)
(EB 4565)

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ARDISIA PARK PHASE 3 & 4
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
DRAWING FILE: 18169-LA-PHASE 3-4
XREF'S: 18169BAS.DWG
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CHERYL W. CAMPBELL, RLA, NO. 001768
JAKE E. STEHR, RLA, NO 6667462
NOT VALID WITHOUT SEAL

SHEET: LA23 OF 23



ZONING SCHEDULE

SYMBOL	NOTES
	PARK
	OPEN SPACE
	COMMON OPEN SPACE
	VILLAGE GREEN
	FDOT R.O.W. TAKING

CONCEPT GRAPHICS SCHEDULE

- 8' WIDE PEDESTRIAN/ BICYCLE PATHWAY
- 5' WIDE NATURE TRAIL
- 5' WIDE SIDEWALK

OPEN SPACE CALCULATION

PUD ZONING ORDINANCE	REQUIRED	PROVIDED	AFTER R.O.W. TAKING
OPEN SPACE (50% OF TOTAL PROJECT AREA)	271.77 AC	322.98 AC	307.03
COMMON OPEN SPACE (35% OF OPEN SPACE)	95.12 AC	127.29 AC	108.35
SUSTAINABLE COMMUNITY DEVELOPMENT FLU	REQUIRED	PROVIDED	AFTER R.O.W. TAKING
OVERALL PROJECT OPEN SPACE	271.77 AC	323.74 AC	307.03
PUBLIC OPEN SPACE (MIN 3% OF PROJECT AREA)	16.31 AC	20.03 AC (20 AC DEDICATED PUBLIC PARK NOT INCLUDED)	20.03 AC
PHASE 1-2&3-4 VILLAGE GREEN/ NEIGHBORHOOD COMMON AREA	2.78 AC	9.5 AC	9.5 AC

PUD PROJECT AREA

TOTAL	543.532 AC
PHASE 1-2	210.6 AC
PHASE 3-4	270.8 AC
FDOT ROW TAKING	18.779 AC
NOT INCLUDED	
PHASE 5 PROPOSED VILLAGE NEIGHBORHOOD CENTER	31.48 AC

0 150 300 450 600

SCALE : 1" = 300'

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3	12-04-24	MLR	RESUBMITTED TO CITY
4	05-06-25	MLR	RESUBMITTED TO CITY

ARDISIA PARK PHASE 1-4 FINAL ENGINEERING PLANS OPEN SPACE EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: MKW

DRAWING FILE: 18169-OS_EX
XREFS: 18169_BAS.DWG
XREFS: —

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX-1

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5	00-00-00	???	ISSUE/REVISION
6	00-00-00	???	ISSUE/REVISION
7	00-00-00	???	ISSUE/REVISION
8	00-00-00	???	ISSUE/REVISION
9	00-00-00	???	ISSUE/REVISION
10	00-00-00	???	ISSUE/REVISION
11	00-00-00	???	ISSUE/REVISION
12	00-00-00	???	ISSUE/REVISION
13	00-00-00	???	ISSUE/REVISION

ARDISIA PARK
FINAL ENGINEERING PLANS
SIDEWALK EXHIBIT

CITY OF NEW SMYRNA BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: MKW

DRAWING FILE: 18169-SW_EX
XREF'S: 18169_BAS.DWG
XREF'S: ----

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX-2

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CIVIL ENGINEERING
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TRANSPORTATION
(LC-42)
(EB 4016)

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2	09-16-24	MLR	RESUBMITTED TO CITY
3	04-04-25	MLR	RESUBMITTED TO CITY
4	00-00-00	MLR	RESUBMITTED TO CITY
5	00-00-00	???	ISSUE/REVISION
6	00-00-00	???	ISSUE/REVISION
7	00-00-00	???	ISSUE/REVISION
8	00-00-00	???	ISSUE/REVISION
9	00-00-00	???	ISSUE/REVISION
10	00-00-00	???	ISSUE/REVISION
11	00-00-00	???	ISSUE/REVISION
12	00-00-00	???	ISSUE/REVISION
13	00-00-00	???	ISSUE/REVISION

ARDISIA PARK
PUBLIC PARK
FINAL ENGINEERING PLANS
CONCEPTUAL PARK EXHIBIT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: JES

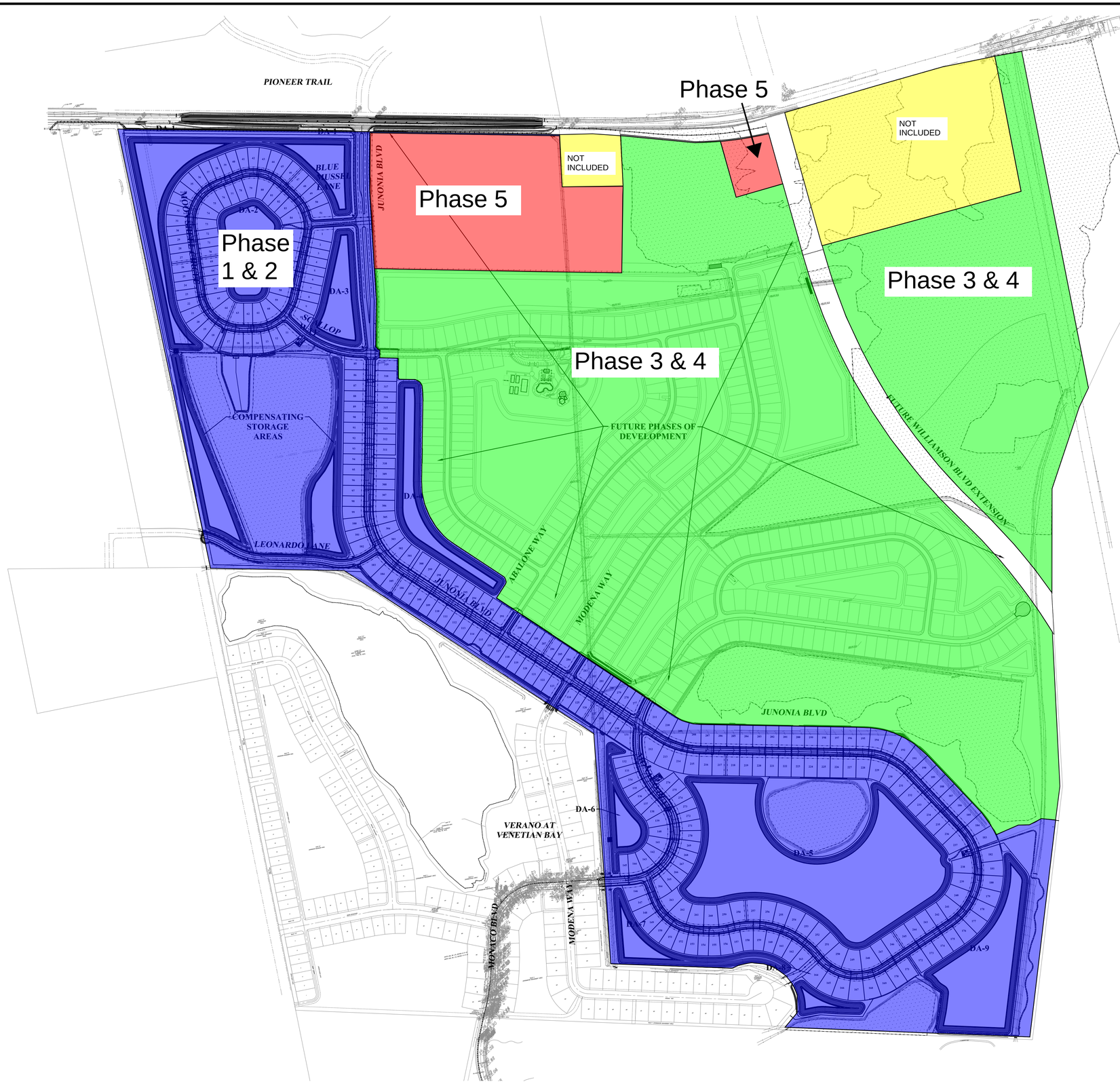
DRAFTED BY: JES

CHECKED BY: MKW

DRAWING FILE: 18169-PARK_EX
XREF'S: 18169_BAS.DWG
XREF'S: ----

MELIA L. RUSSELL, P.E., NO.66357
KRISTOPHER T ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: EX-3



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OSNIBURG BEACH, FL 32754
WWW.ZEVCOHEN.COM
(LC 42)
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-01-20	MLR	INITIAL SUBMITTAL TO CITY
2	11-24-21	MLR	RESPONSE TO COUNTY COMMENTS
3	05-05-22	MLR	RESUBMITTED TO CITY
4	06-24-22	MLR	RESUBMITTED TO CITY
5	03-10-23	MLR	RESUBMITTED TO CITY
6	05-24-23	MLR	RESUBMITTED TO CITY
7	06-13-23	MLR	RESUBMITTED TO COUNTY AND NSB UTILITIES
8	07-25-23	MLR	RESUBMITTED TO COUNTY
9	09-04-23	SWK	REVISED PER CITY COMMENTS
10	09-12-23	MLR	REVISED PER SHOP DRAWING REVIEW
11	12-20-23	MLR	REVISED PER CLIENT REQUEST
12	04-23-24	MLR	REVISED PER NSBU
13	09-04-24	MLR	REVISED FOR MODEL HOME LAYOUT

ARDISIA PARK
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 18169

DESIGNED BY: MLR

DRAFTED BY: MLR

CHECKED BY: MKW

DRAWING FILE: 11_18169-OOP
XREF'S: 18169_BAS.DWG
XREF'S: —

MELIA L. RUSSELL, P.E., NO.68357
KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 1

E:\18169 - SHELL POINT, COLONY\FINAL ENGINEERING PLANS\ZJ\DWGS\11-18169-OOP.DWG — PRINTED: 9/29/2023 10:26 AM

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 77-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD VACATE UNOPENED RIGHTS-OF-WAY ON AIRPORT PROPERTY.

November 11, 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

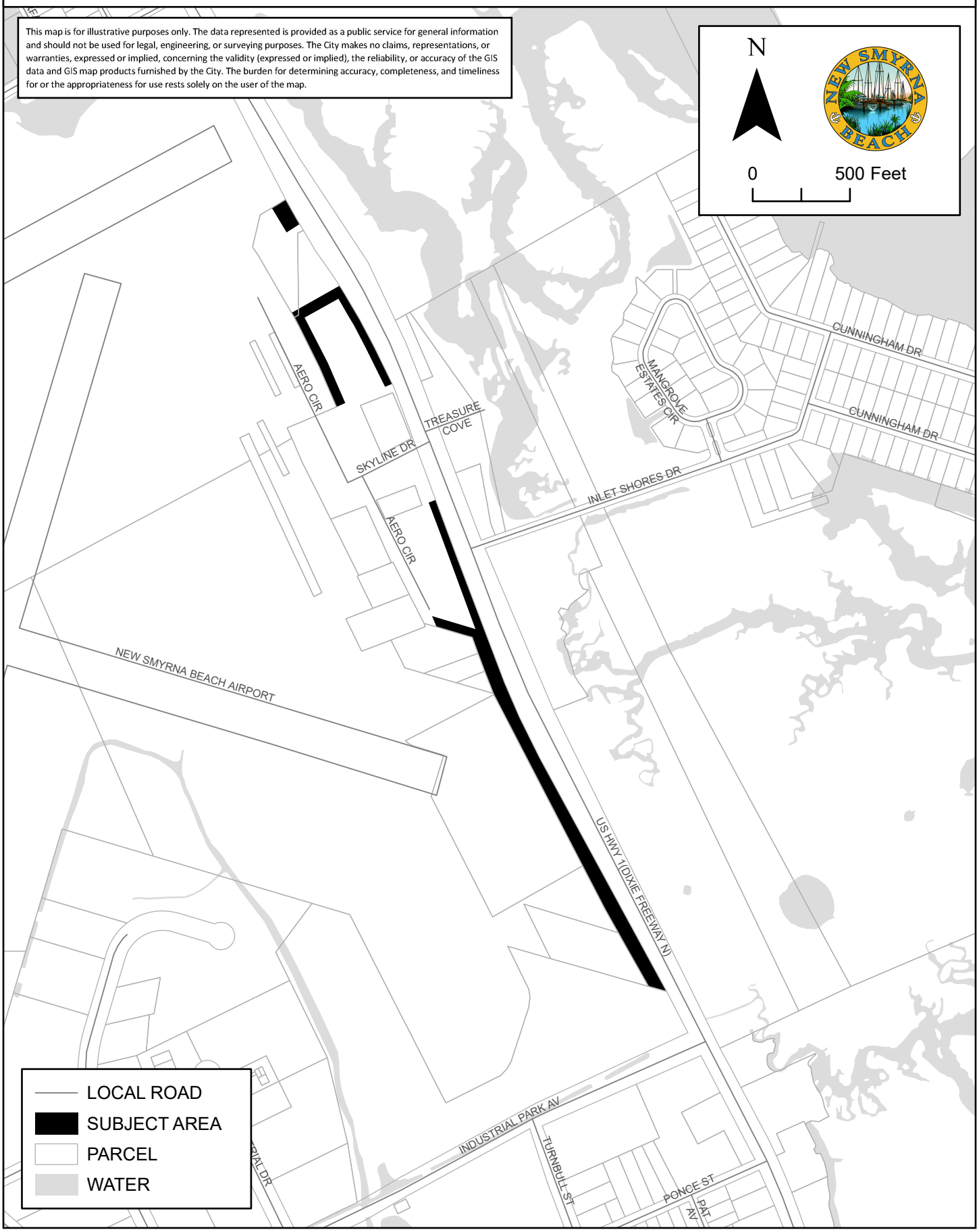
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

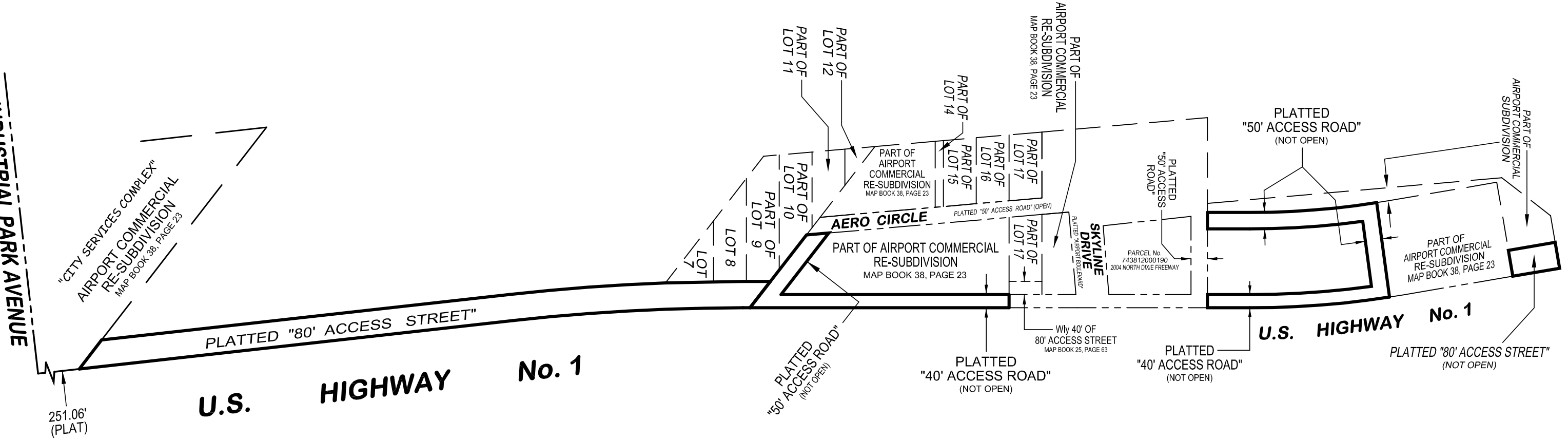
Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Depiction of ROW to be Vacated.pdf
Exhibit D Surveys w Legal Descriptions (4).pdf
Exhibit E Letter of No Objection FL Gas.pdf
Exhibit F Letter of No Obection NSBU.pdf
Exhibit G Plat Maps.pdf
Exhibit H Area to be Leased for Development.pdf
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

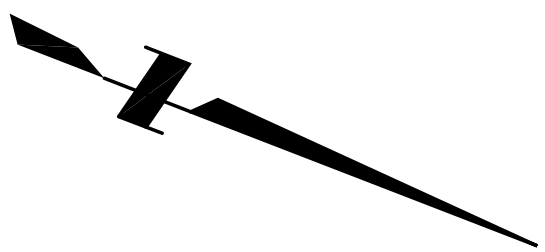
SV-5-24: 601 SKYLINE DRIVE
LOCATION MAP



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.

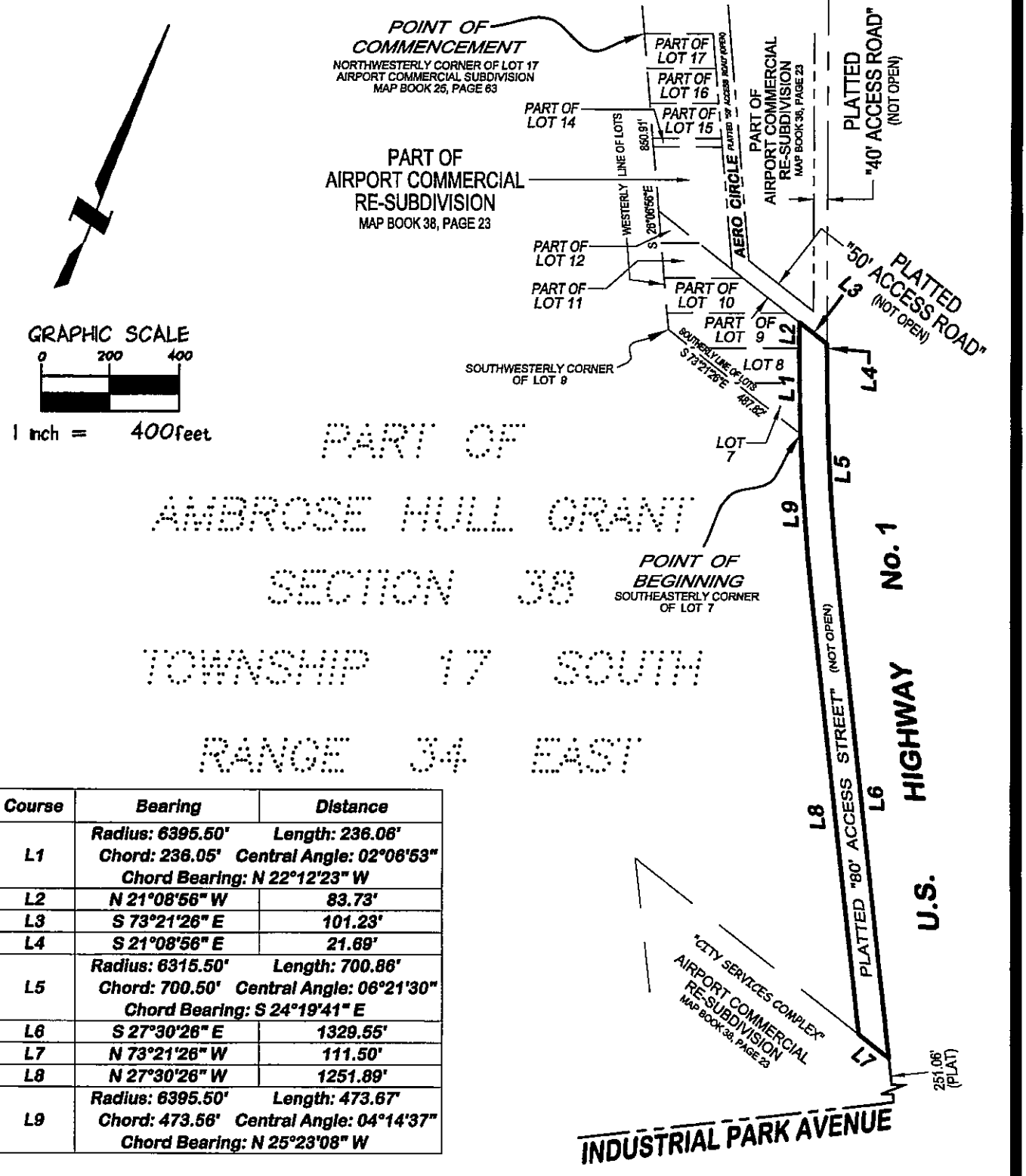
Signed: _____ Seal:

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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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.
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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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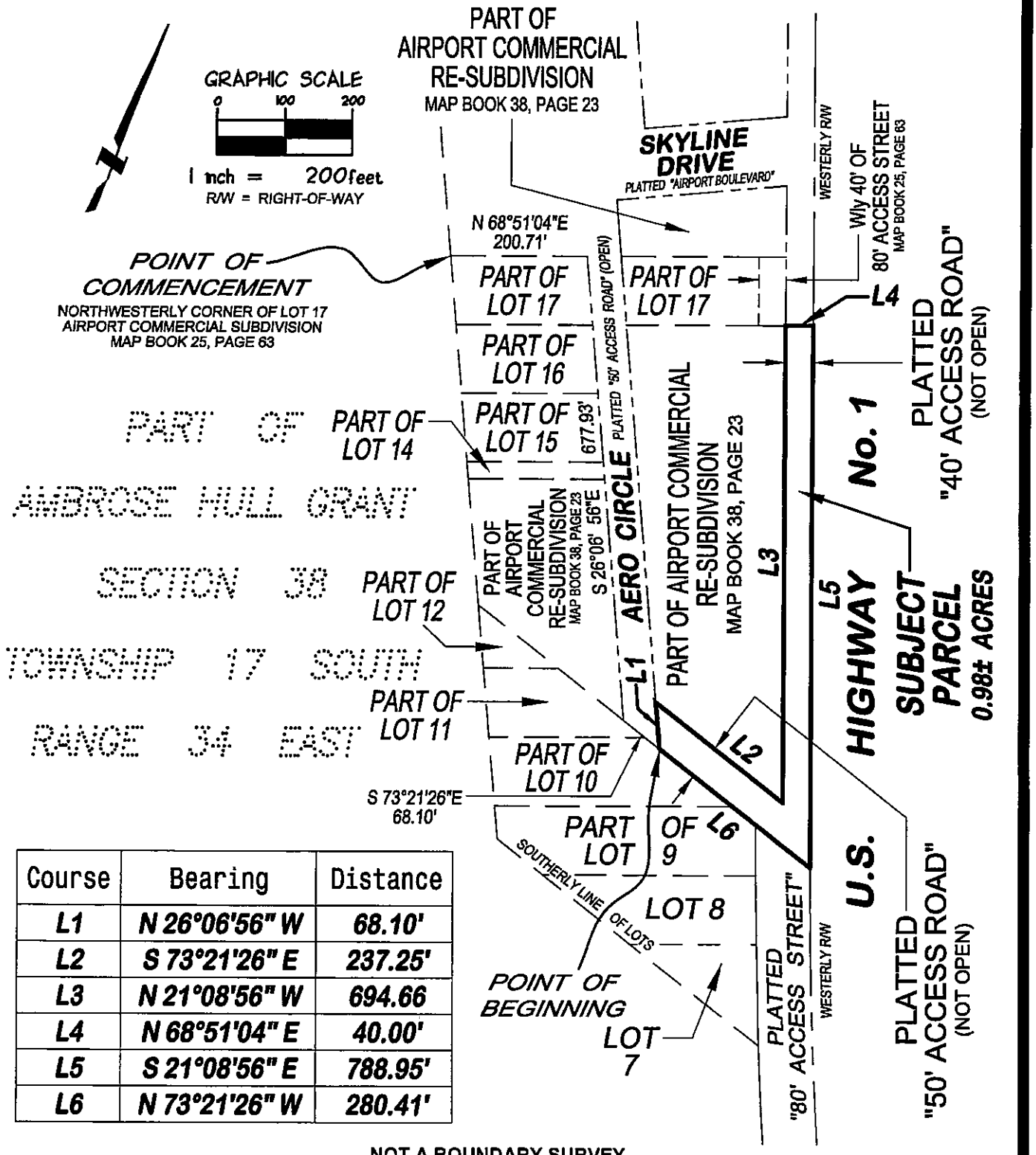
Certificate of Authorization Number LB 7883
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

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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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.
Page 2 of 2

CAD FILE: 241006

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.
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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

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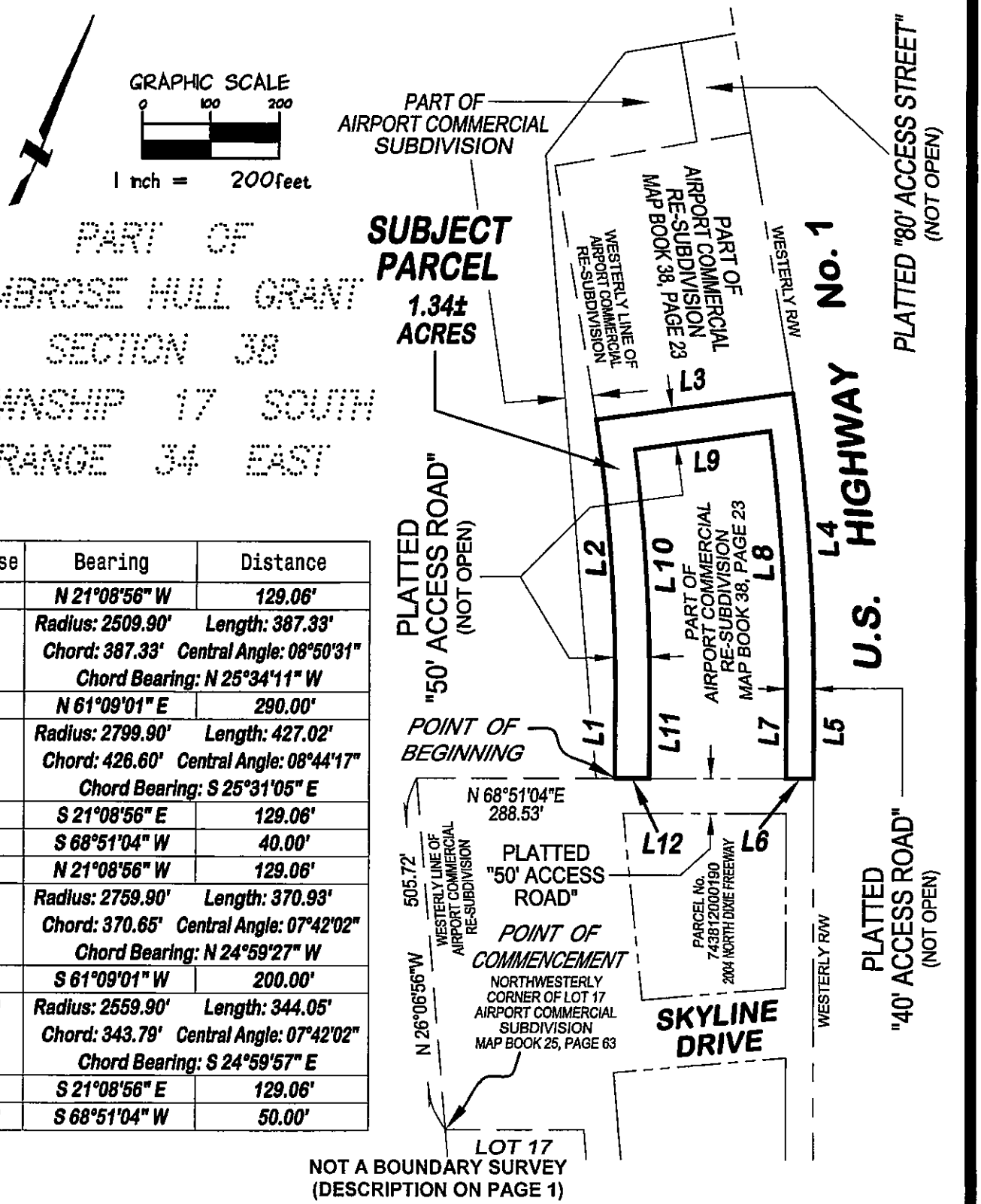
New Smyrna Beach, Florida 32168
(386) 427-9575



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)

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.
Page 3 of 3

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
EACH PAGE IS NOT FULL AND COMPLETE WITHOUT THE OTHER PAGE

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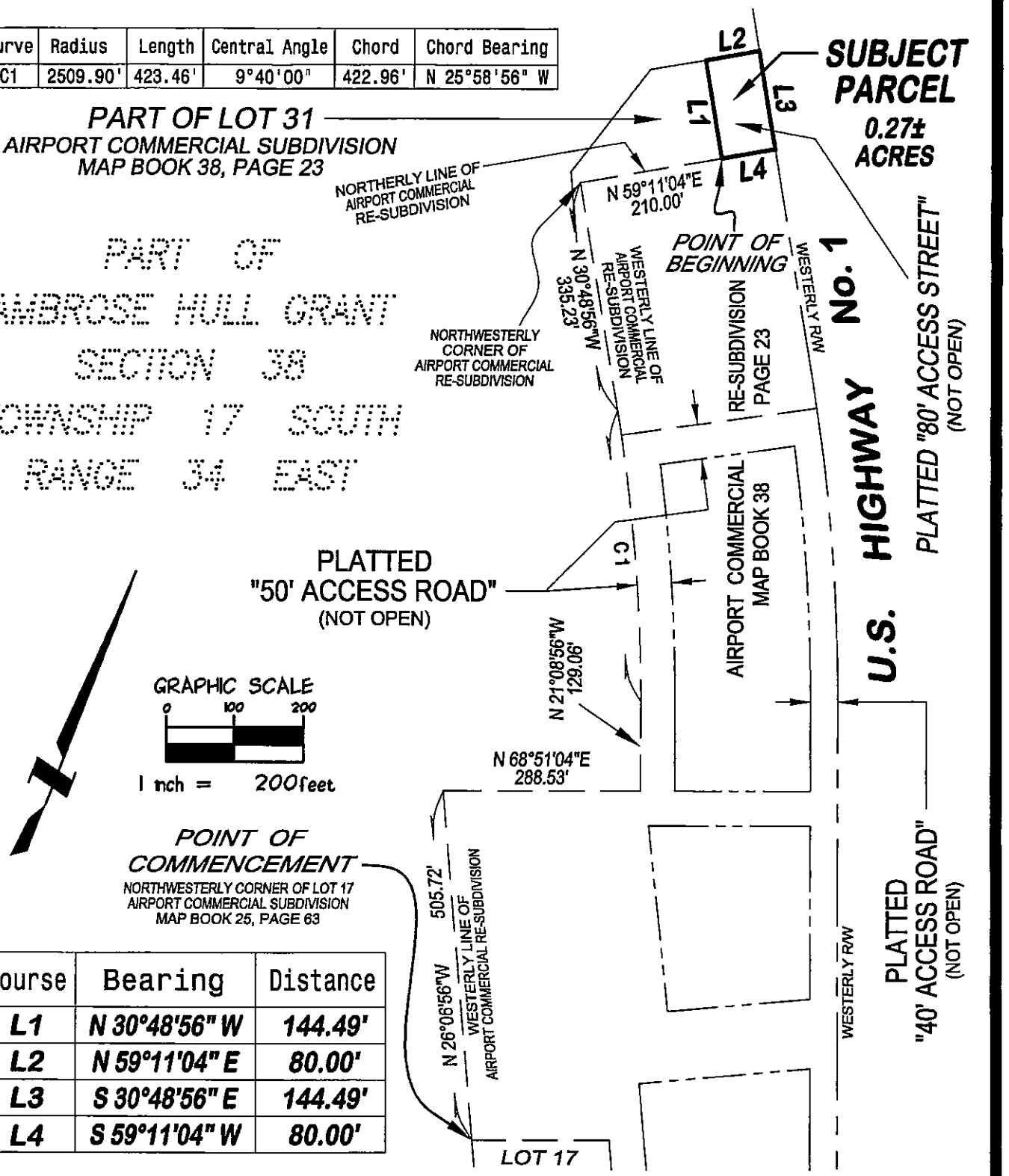
300 Canal Street
New Smyrna Beach, Florida 32168
(386) 427-9575

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
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. - 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.

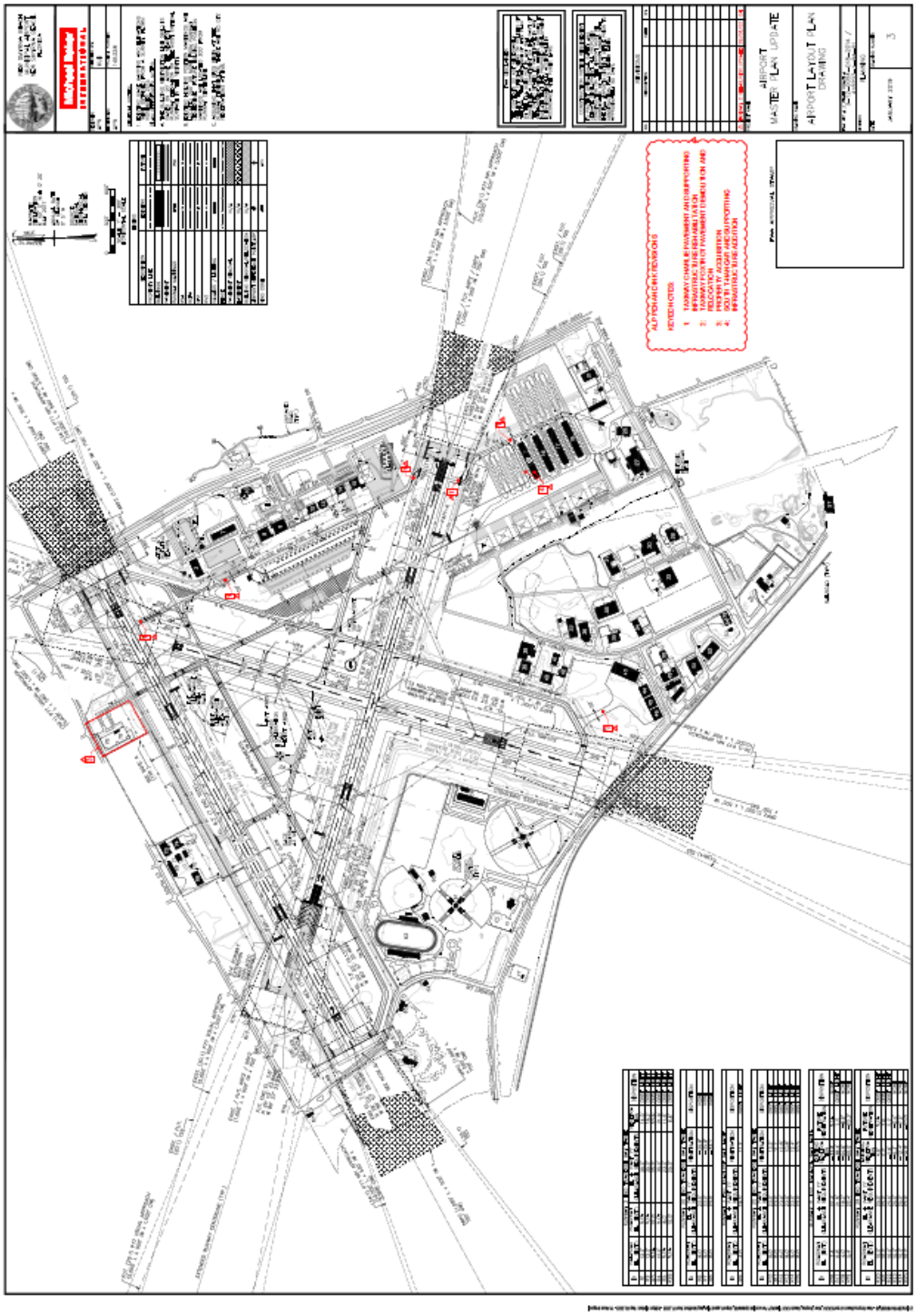
Thank you,

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).

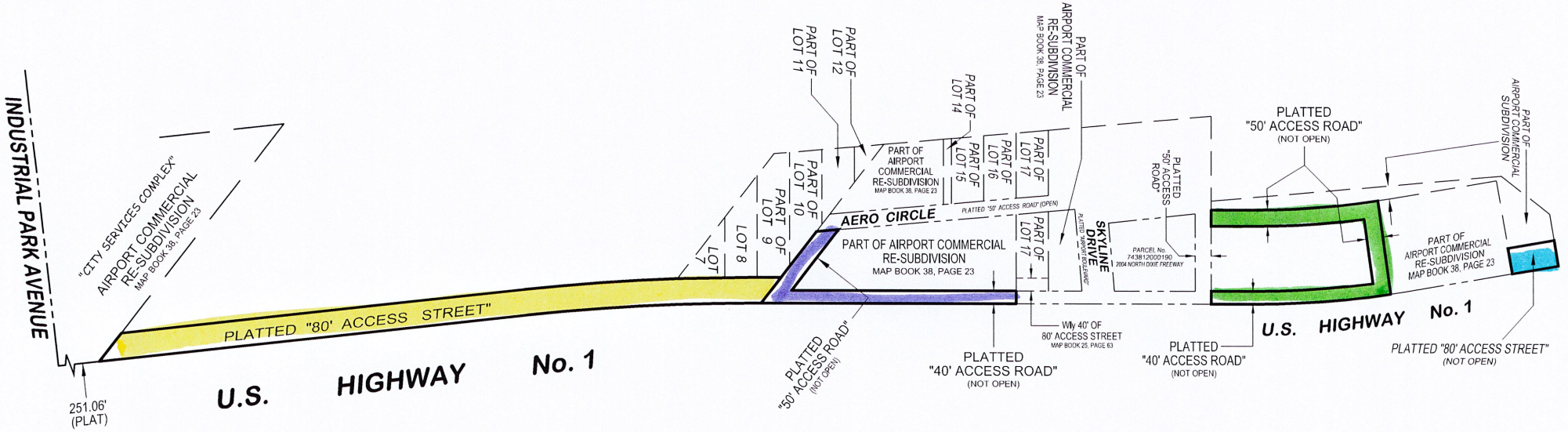
New Smyrna Beach Utilities has electric, water, and sanitary sewer main infrastructures within the right-of-way to be vacated. The City of New Smyrna Beach and the New Smyrna Beach Airport (EVB) agreed to dedicate utilities easement over the entire aforementioned proposed right-of-way to be vacated to 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.

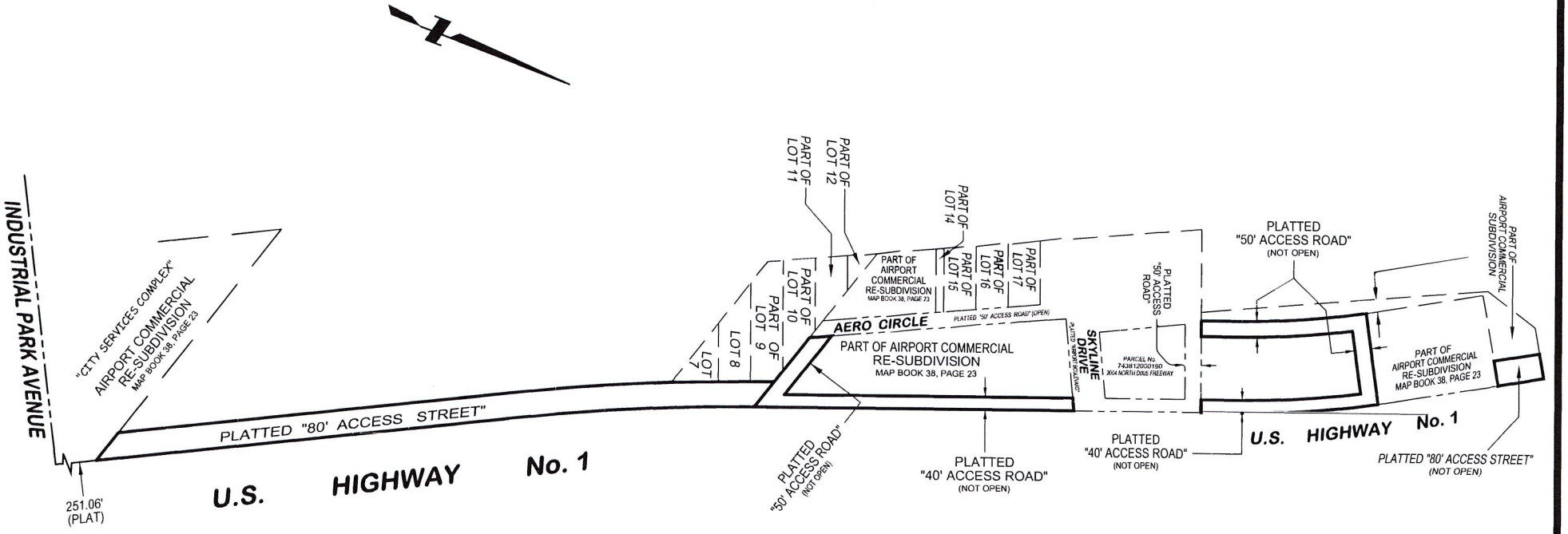
Thank you,

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

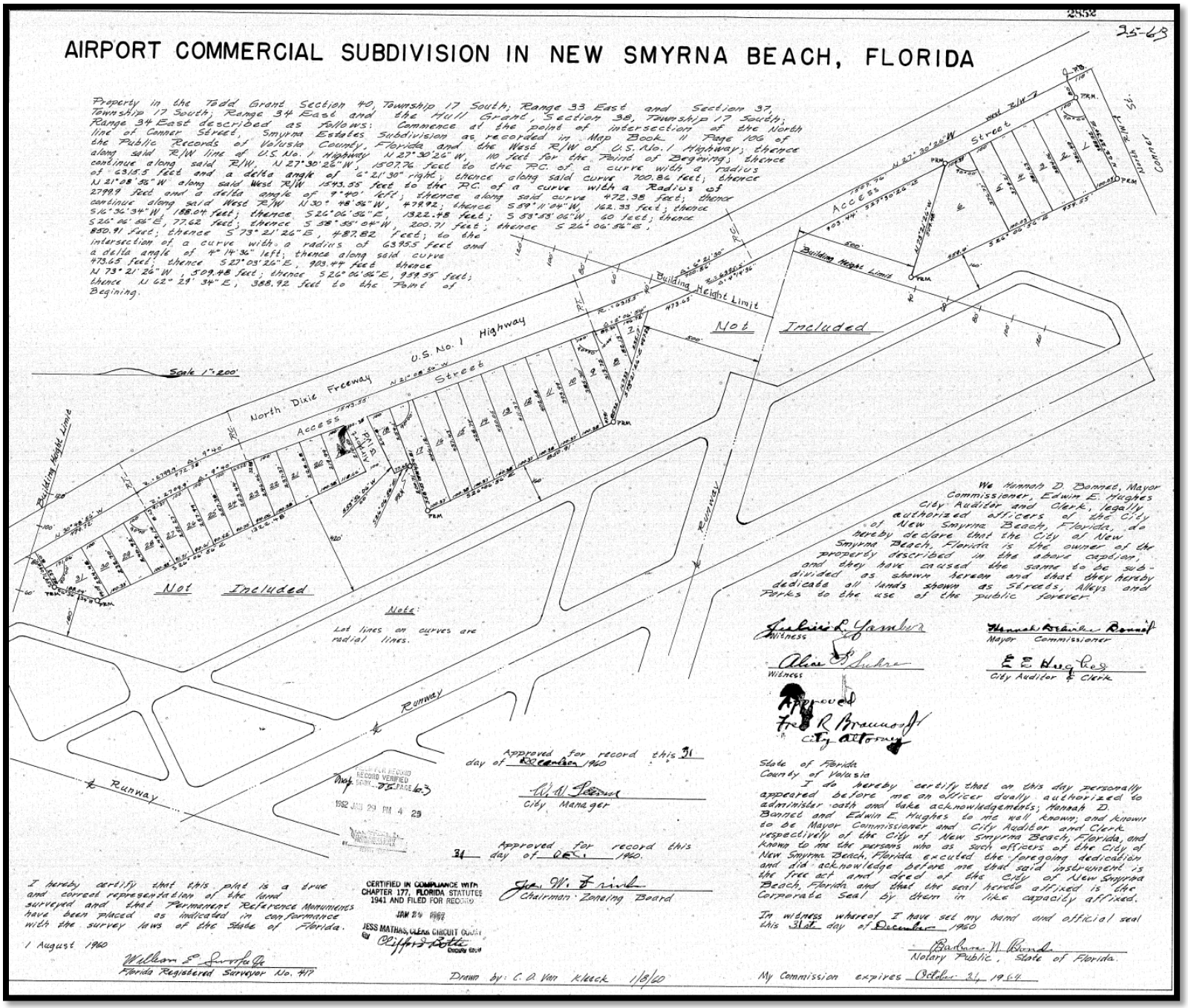
CAD FILE: 24040082

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

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. Blonde
Notary Public, State of Florida.

My Commission expires October 24, 1964

Approved for record this 31 day of December 1960

W. M. Seaman
City Manager

Approved for record this 31 day of Dec. 1960.

Jos. W. Trivett
Chairman Zoning Board

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

CERTIFIED IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES 1941 AND FILED FOR RECORD
JAN 24 1962
JESS MATHAS, CLERK CIRCUIT COURT
By Clifford Bolte

RECORD VERIFIED
BOOK 25 PAGE 63
1962 JAN 29 PM 4 25

Drawn by: C. A. Van Kleeck 1/8/60

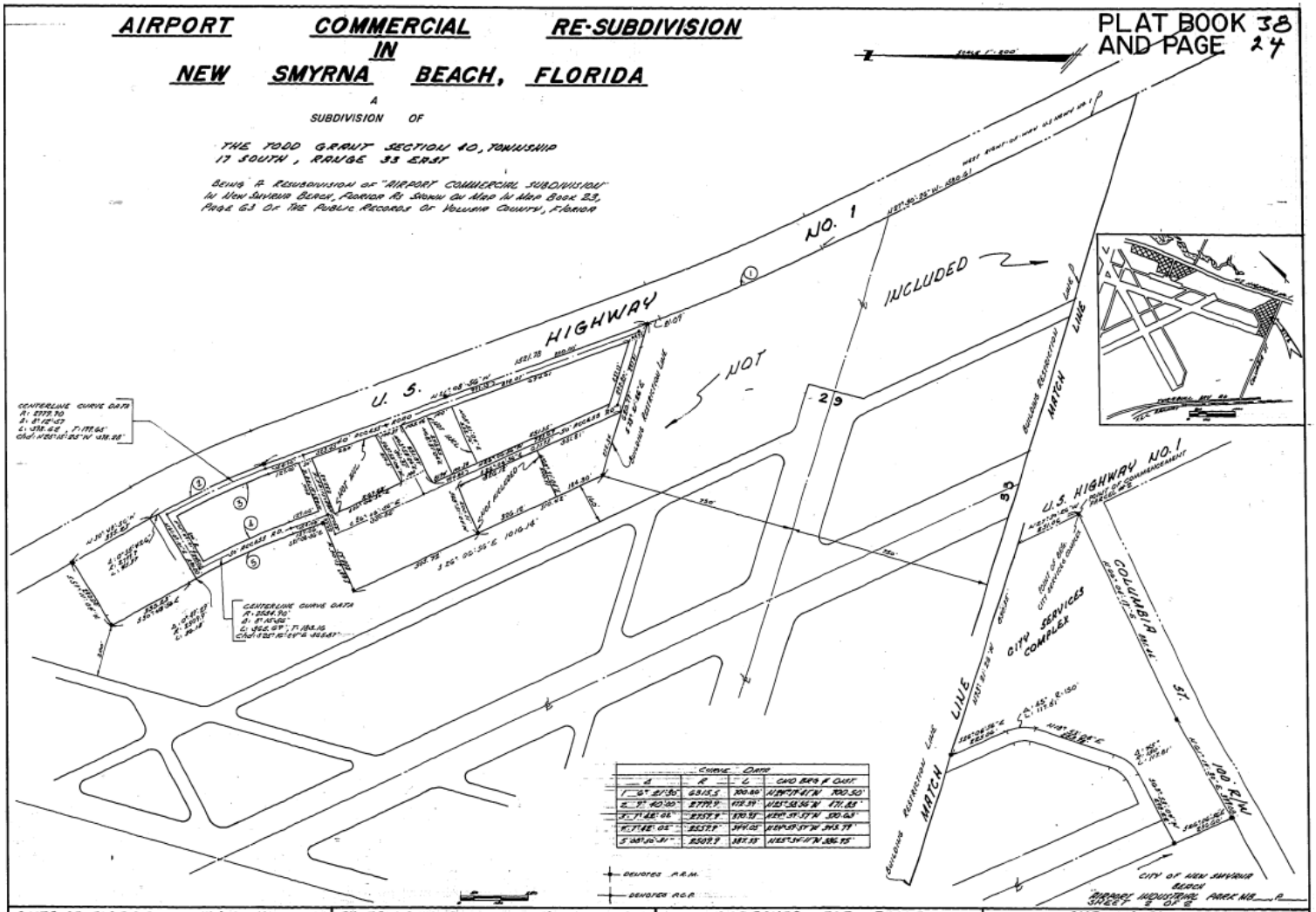
AIRPORT COMMERCIAL RE-SUBDIVISION IN NEW SMYRNA BEACH, FLORIDA

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


U. S. HIGHWAY NO. 1
INCLUDED
NOT
RIPARIAN RESTRICTION LINE
MATCH LINE
CITY SERVICES COMPLEX
U.S. HIGHWAY NO. 1
COLUMBIA ST.
100' R/W
CITY OF NEW SMYRNA BEACH
CENTERLINE CURVE DATA
Δ: 2°57'30"
R: 2313.70
L: 118.64
Chd: N85°15'25"W 118.62'
CENTERLINE CURVE DATA
Δ: 25°24'30"
R: 214.93'
L: 95.32'
Chd: N12°16'49"E 94.54'
CENTERLINE CURVE DATA
Δ: 9°40'00"
R: 2779.79'
L: 469.20'
Chd: N85°38'35"W 468.67'
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Chd: N174°17'17"W 55.77'
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Chd: N183°59'17"W 55.77'
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R: 2337.79'
L: 55.77'
Chd: N423°15'17"W 55.77'
CENTERLINE CURVE DATA
Δ: 1°22'00"
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Chd: N424°52'17"W 55.77'
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Chd: N431°20'17"W 55.77'
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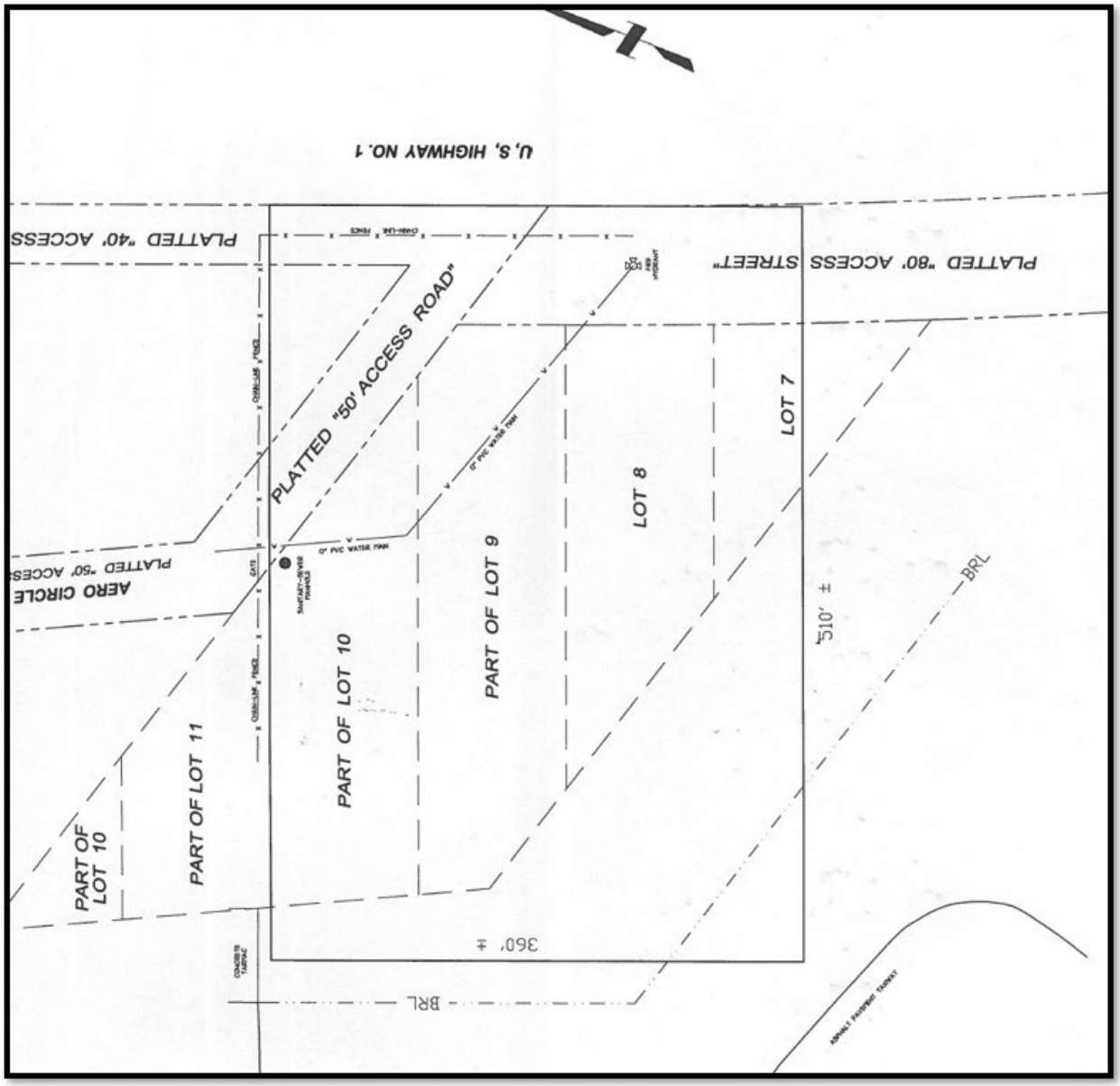
L: 55.77'
Chd: N486°18

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

SOUTH ST.

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" x 45° BEND

SOUTH ST.

MATCH LINE 9+50

8+70 40' FROM TEL. POLE 39' FROM UTILITY POLE

WOODS

WOOD POSTS

8+60 30' FROM TEL. POLE 33' FROM UTILITY POLE

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" x 45° 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°

20' B/P

NORTH DIXIE FREEWAY U.S. NO. 1 (S.R.5)

MATCH LINE 16+95

MATCH LINE 16+95

NORTH DIXIE FREEWAY U.S. NO. 1 (S.R.5)

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.)

NORTH DIXIE FREEWAY U.S. NO. 1 (S.R.5)

MATCH LINE 29+65

MATCH LINE 33+35

24' B/P

TEL BOX

AIR RELEASE VALVE

MATCH LINE 33+35

MATCH LINE 44+80

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

S/A

11" B/P

INLET

SHORE DR.

100' R/W

12" RCP

10' 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

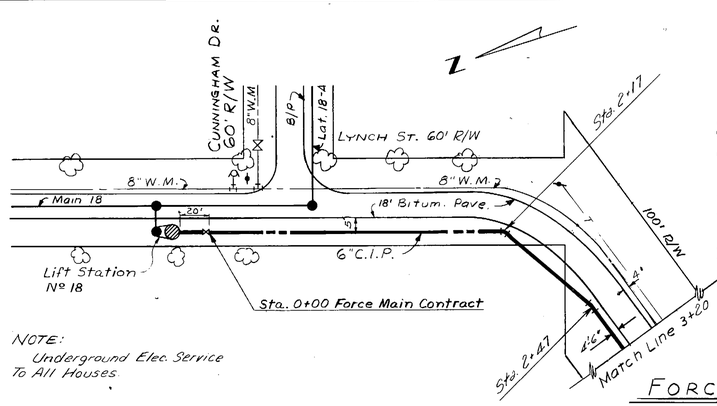
SANITARY SEWER IMPROVEMENTS
PART A
FORCE MAIN 19
NEW SMYRNA BEACH, FLORIDA

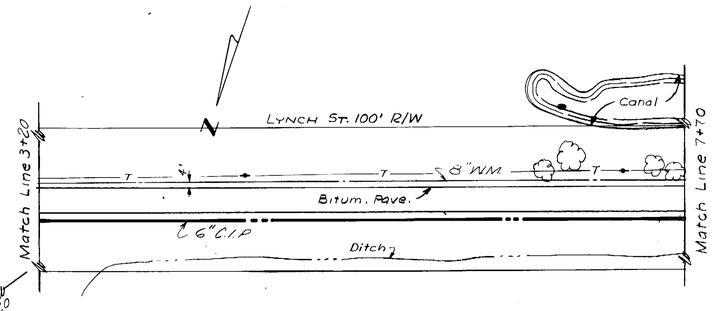
DESIGNED BY LGP/DVD	FILE No. 620-691-15 / 620-711-06
DRAWN BY WLT	SHEET No. 12
CHECKED BY R.J.C./D.V.D.	OF 67 SHEETS
DATE JULY 1979	SCALE: 1" = 50'

SEAL: DOMINIC V. D'AGOSTA, CERTIFICATE NO. 14740, STATE OF FLORIDA, REGISTERED ENGINEER

RECORD DRAWING
DATE 7-12-82

760





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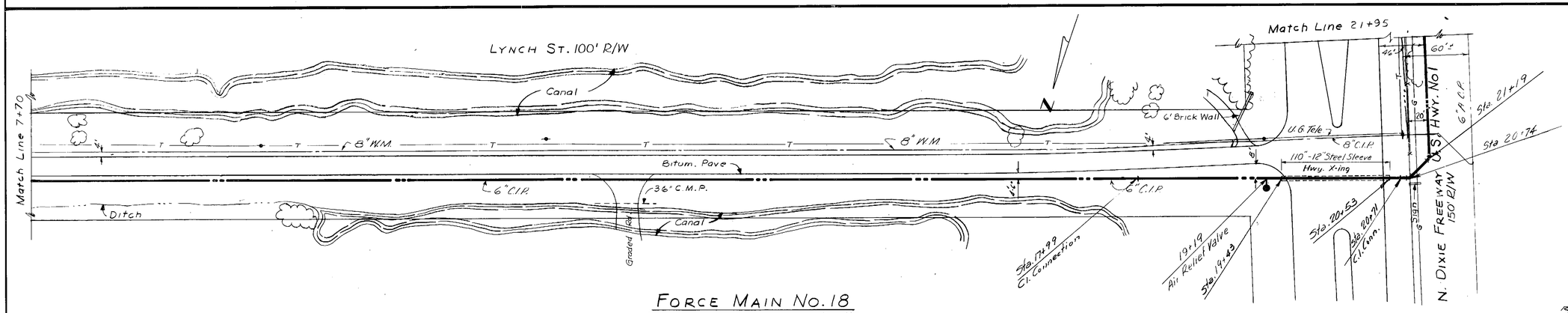

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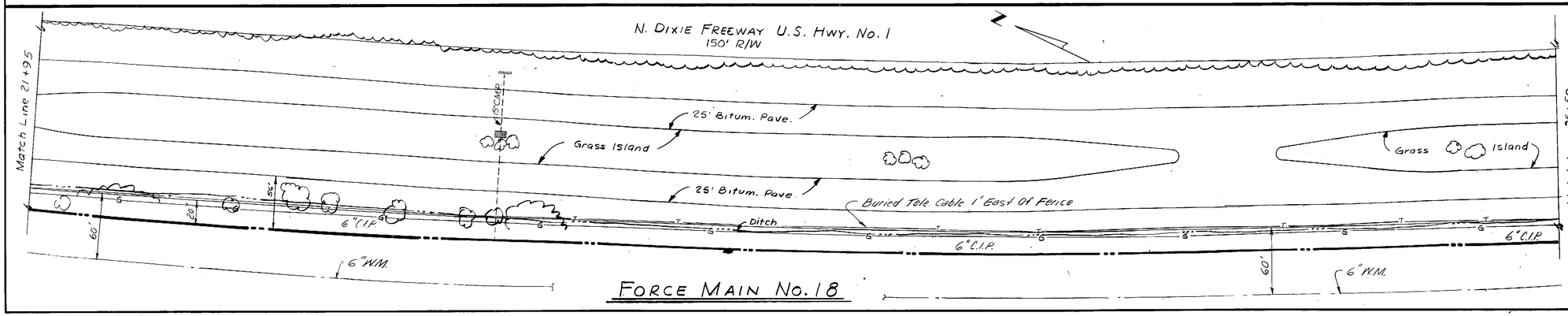


FORCE MAIN NO. 18

NO.	DATE	DESCRIPTION	BY	CKD.
		REVISIONS		

• RUSSELL & AXON • INC. •
CONSULTING ENGINEERS
DAYTONA BEACH, FLA. ST. LOUIS, MO.

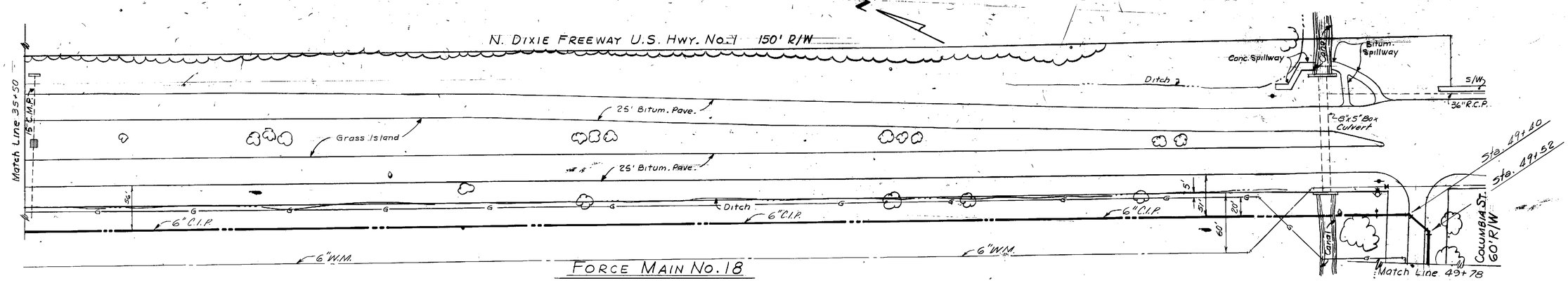
SEWAGE WORKS PROJECT
FORCE MAIN 18
NEW SMYRNA BEACH, FLORIDA

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'

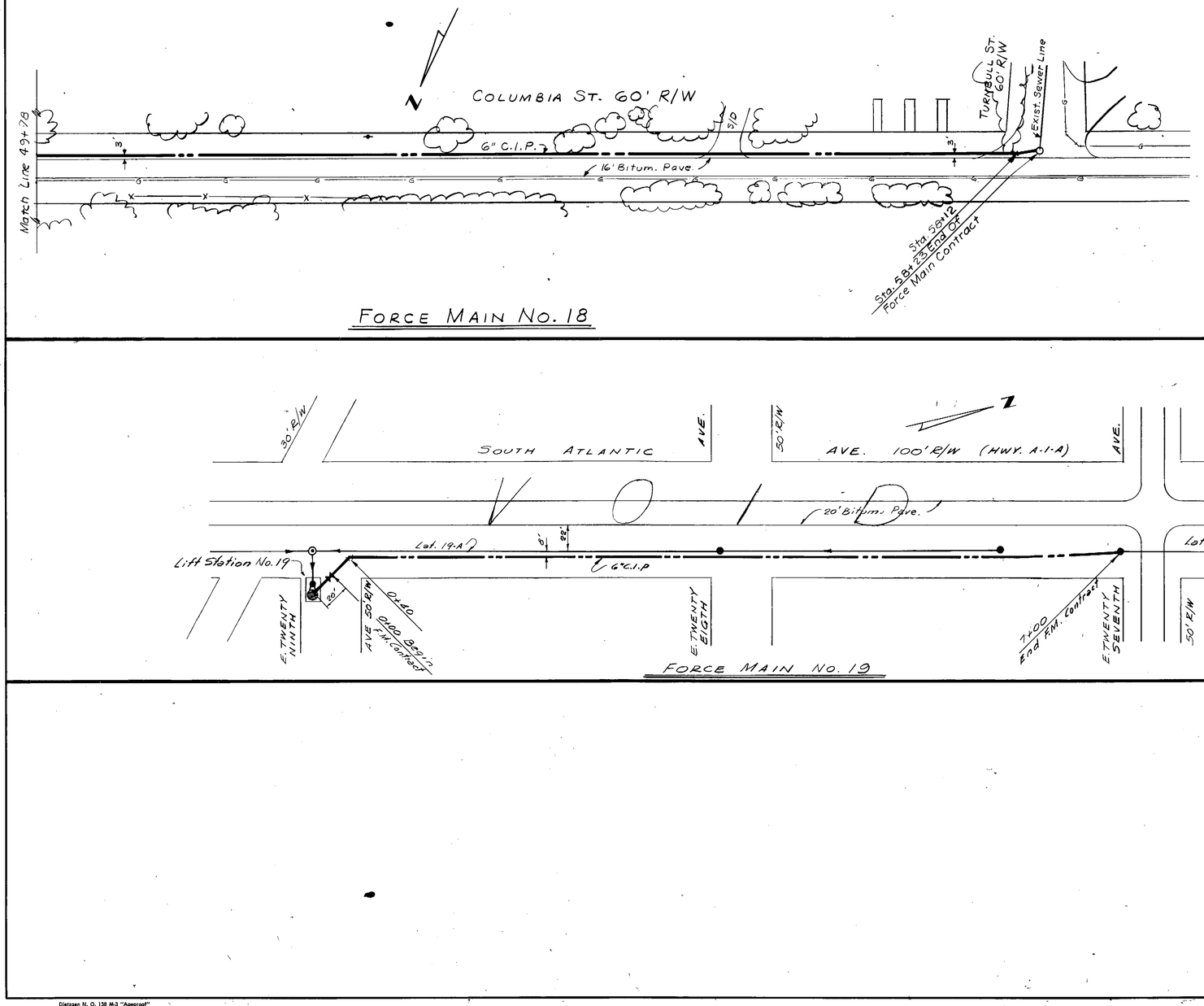
SEAL
L. K. KAPINOS
No. 3718
STATE OF
REGISTERED ENGINEER

Dietzgen N. O. 138 M-3 "Ageproof"

761



FORCE MAIN NO. 18



FORCE MAIN NO. 18

FORCE MAIN NO. 19

NO.	DATE	DESCRIPTION	BY	CKD.
	1-66	Added F.M. #19	RK	

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.	SEAL
DRAWN BY R.C.T.	6153-8a-21-II	J. F. KAPINOS CERTIFICATE No. 3748 STATE OF FLORIDA REGISTERED ENGINEER
CHECKED BY MEN	SHEET No. 21 OF 23 SHEETS	
DATE OCT. 1964	SCALE: 1" = 50'	

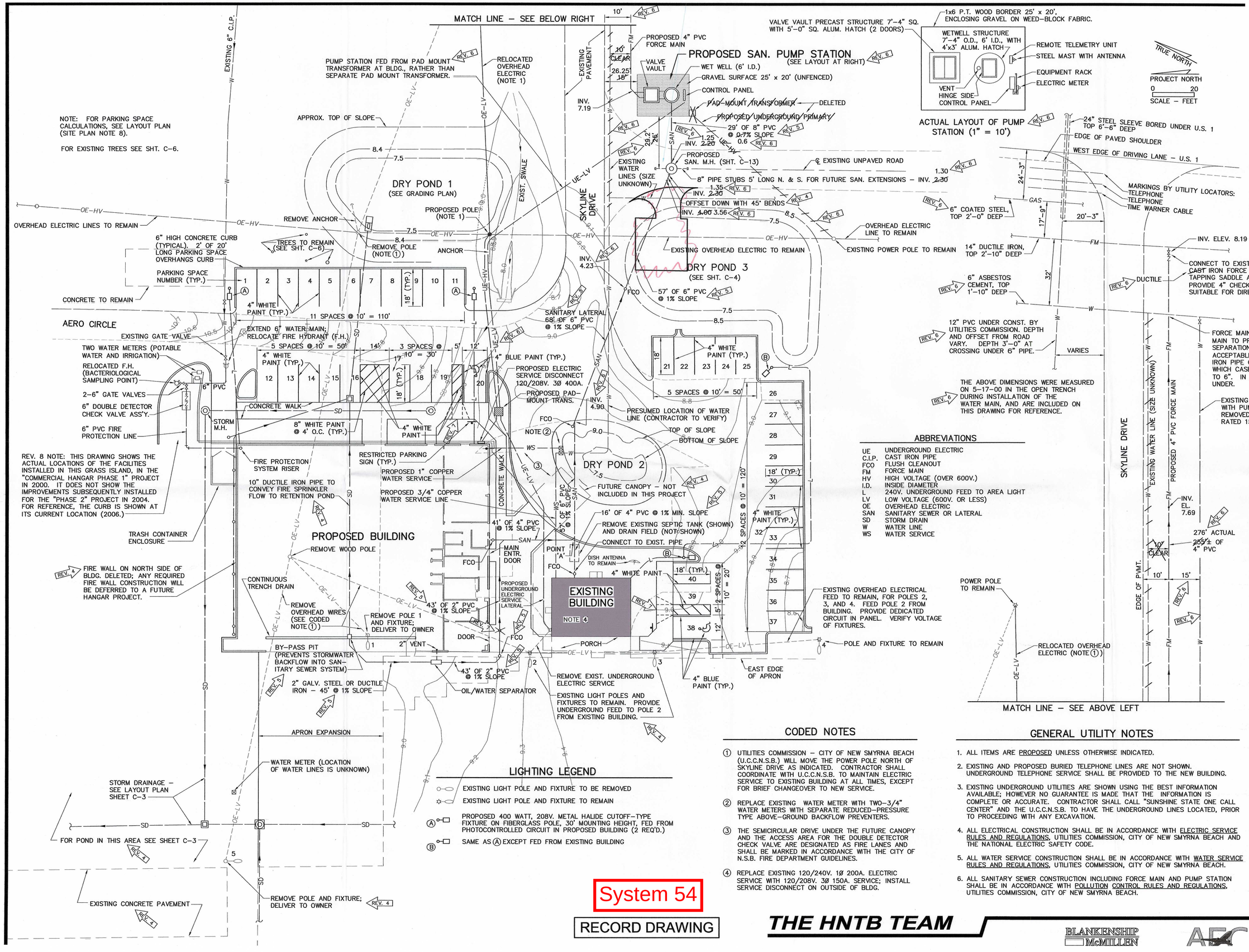
Dietzgen N. O. 138 M-3 "Ageproof"

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

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

THE HNTB TEAM

BLANKENSHIP McMILLEN

AEC

HNTB

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'

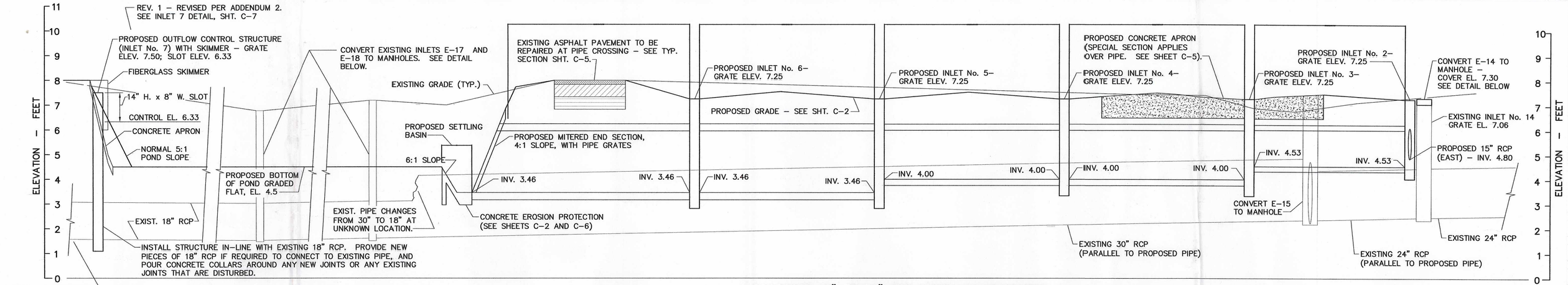
DRAWING TITLE:

MARKING, SIGN, AND UTILITY PLAN

FILE: 9737-C-5.DWG

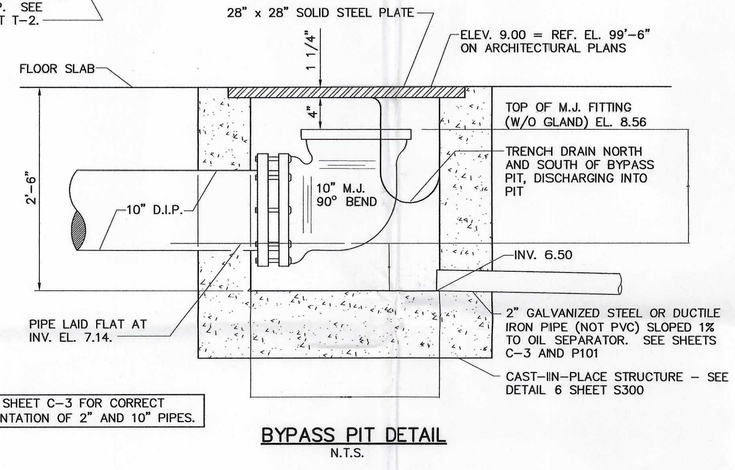
DRAWING No.:

C-5



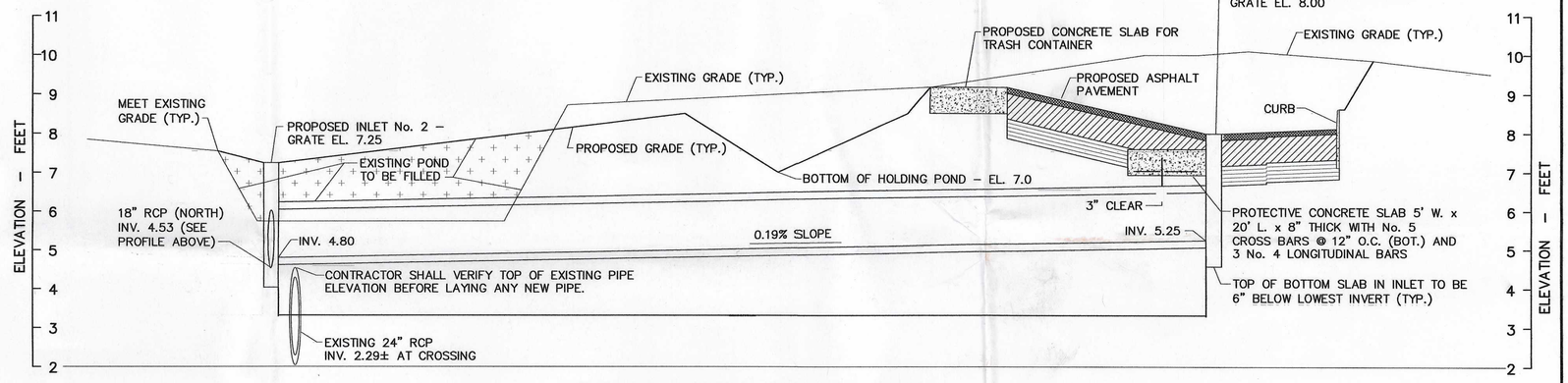
PROPOSED 18" TO 30" RCP STORM DRAIN PROFILE

SCALES: HORIZ.: 1" = 20'
VERT.: 1" = 2'



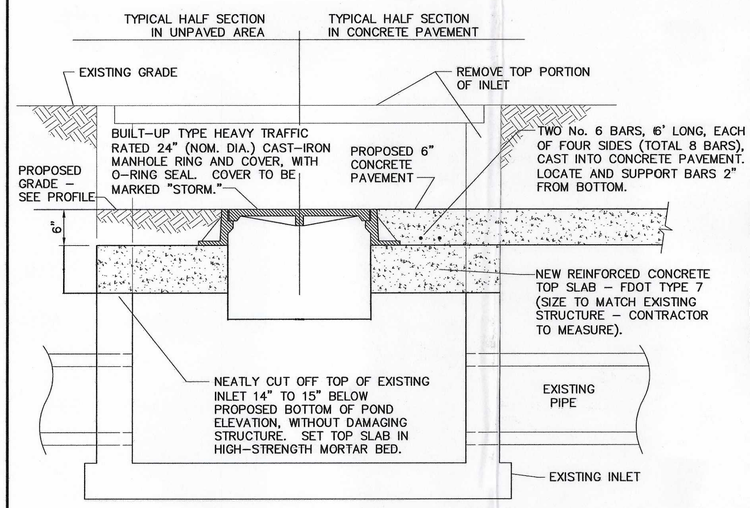
BYPASS PIT DETAIL

N.T.S.



PROPOSED 15" RCP STORM DRAIN PROFILE

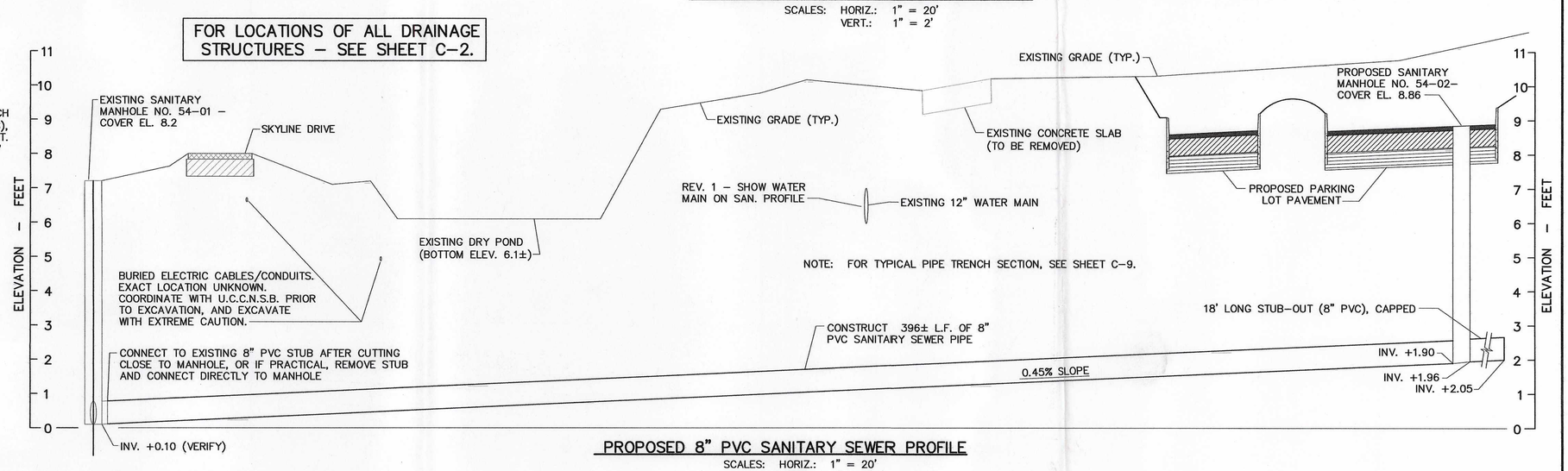
SCALES: HORIZ.: 1" = 20'
VERT.: 1" = 2'



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

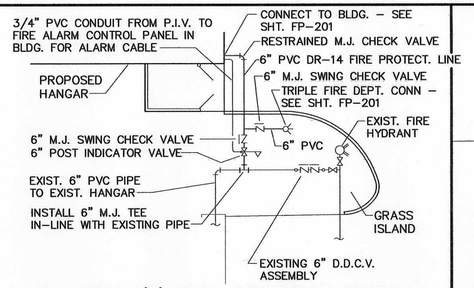
GENERAL SITE PLAN INFORMATION:

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.

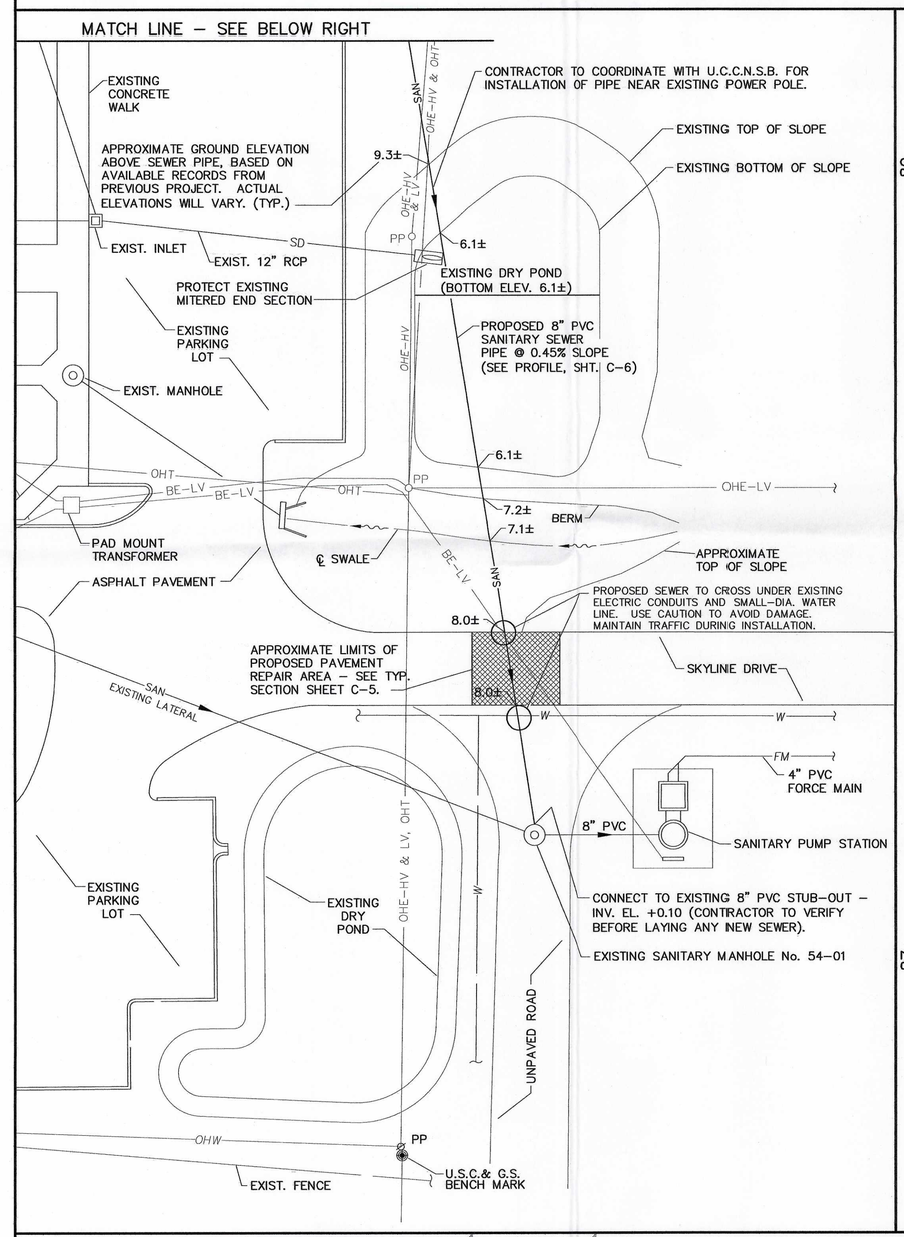
GENERAL SITE PLAN INFORMATION IS CONTINUED ON SHEET C-8

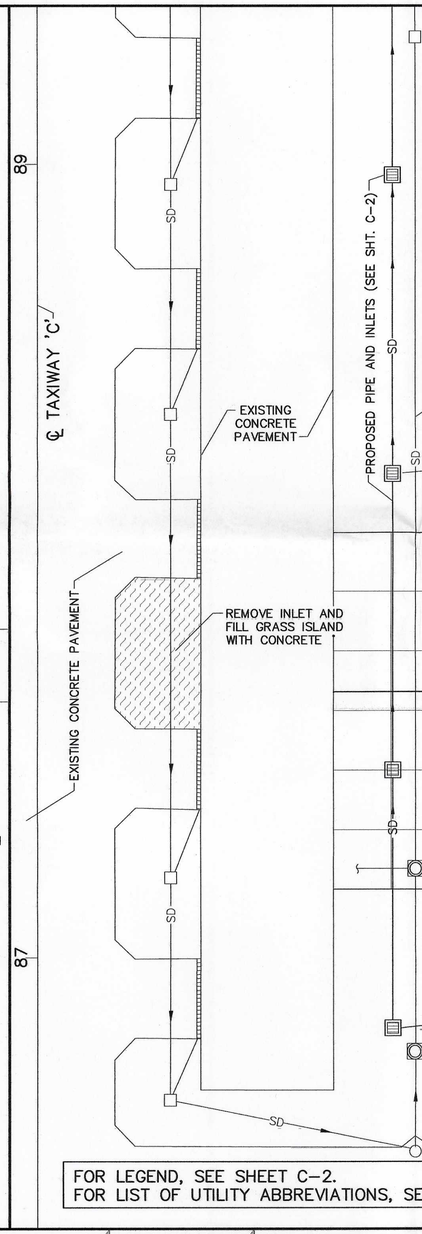
UTILITY ABBREVIATIONS:

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

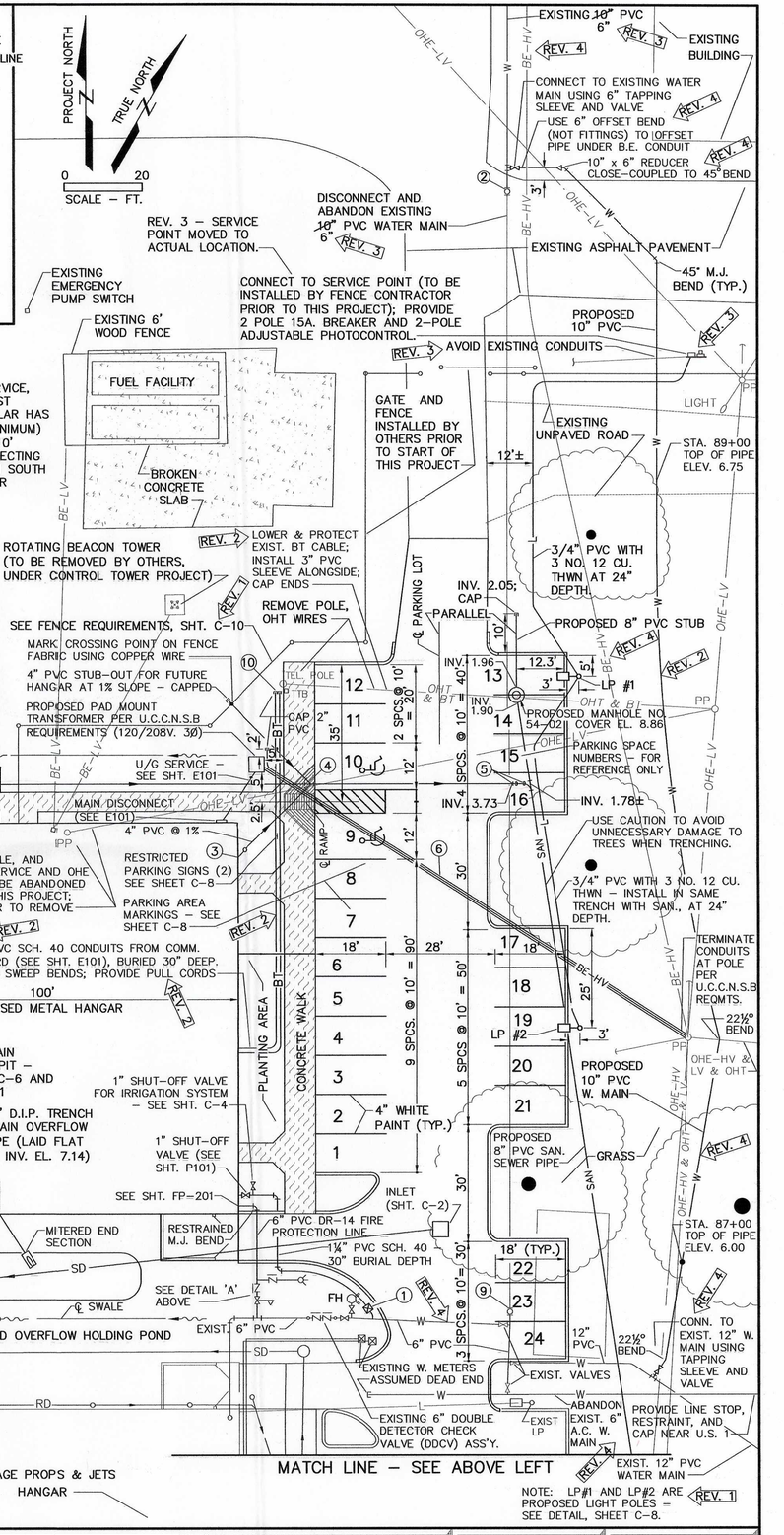


DETAIL 'A' – FIRE PROTECTION LINE TO HANGAR BUILDING





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.

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'

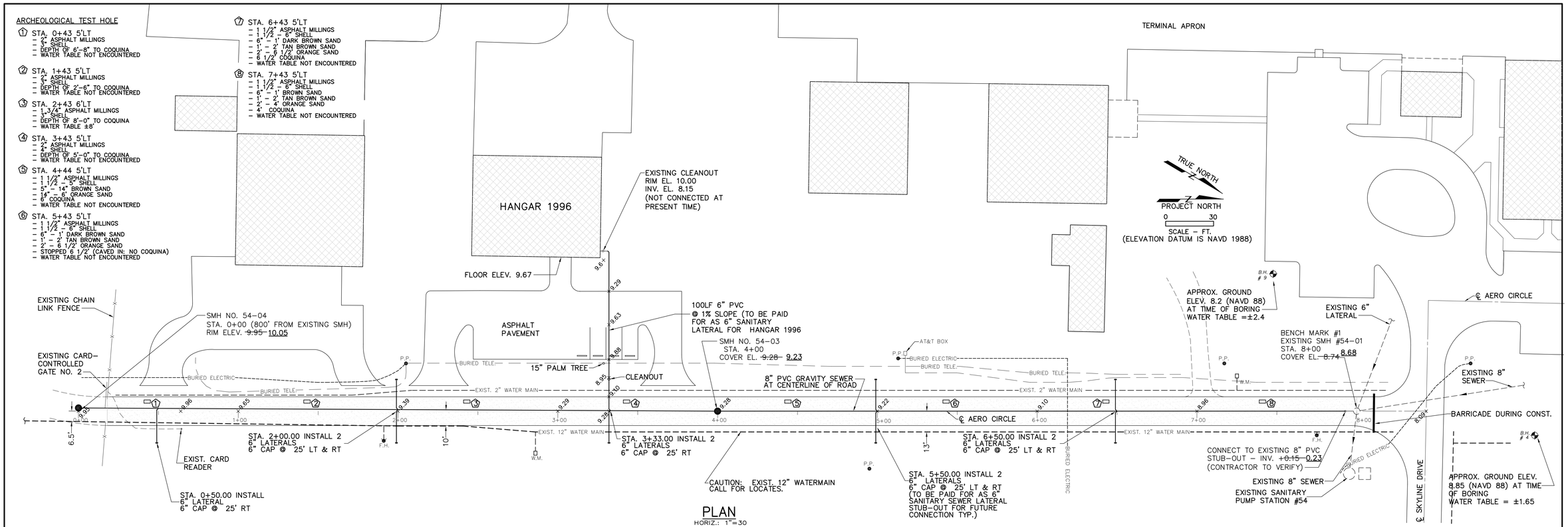
④ STA. 3+43 5'LT
- 2" ASPHALT MILLINGS
- 2" SHELL
- DEPTH OF 5'-0" TO COQUINA
- WATER TABLE NOT ENCOUNTERED

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

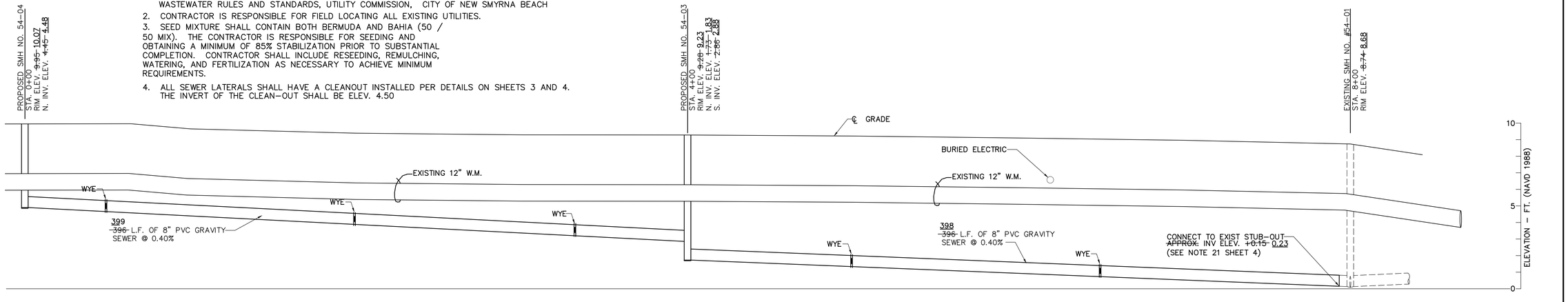
⑦ STA. 6+43 5'LT
- 1 1/2" ASPHALT MILLINGS
- 1 1/2" – 6" SHELL
- 6" – 1' DARK BROWN SAND
- 1' – 2' TAN BROWN SAND
- 2' – 6 1/2' ORANGE SAND
- 6 1/2' COQUINA
- WATER TABLE NOT ENCOUNTERED

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.
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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

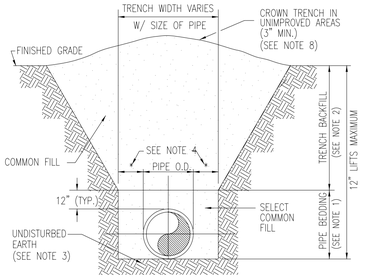
HANGAR 1996 SEWER IMPROVEMENTS

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

767

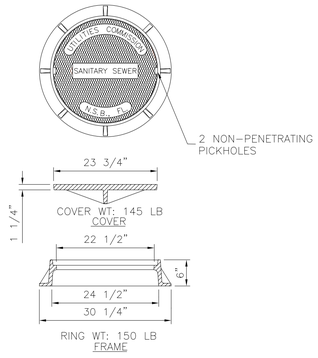


NOTES:

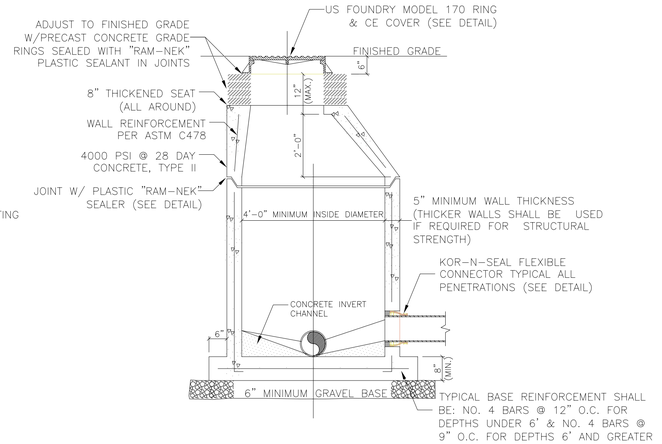
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL 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.

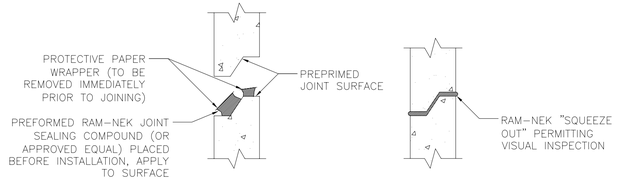


MANHOLE COVER – USF MODEL 170 RING & CE COVER
NTS UCNSB 11/09



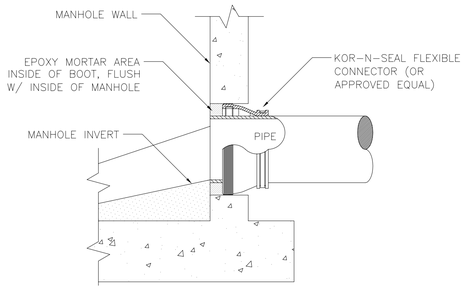
SECTION – STANDARD MANHOLE
NTS UCNSB 11/09

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.

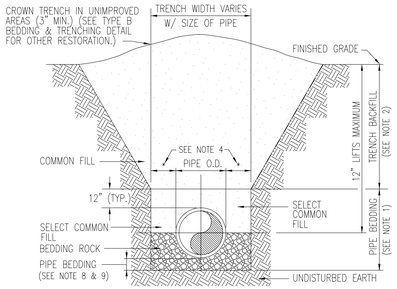


APPLICATION OF SEALANT CLOSED JOINT

JOINT SEAL
NTS UCNSB 11/09



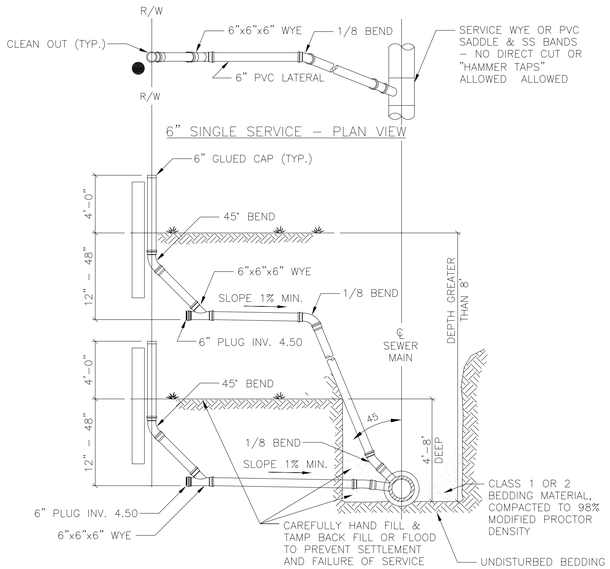
FLEXIBLE MANHOLE PIPE CONNECTION
NTS UCNSB 11/09



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

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3612 McLEAN AVE.
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Tel. 321-633-3034
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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

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.

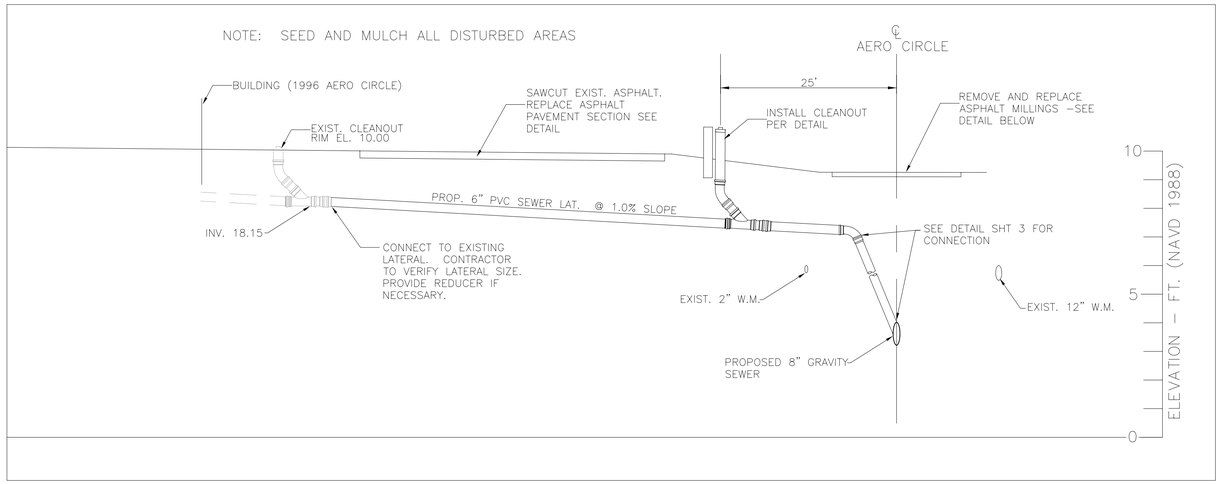
17. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ANY NECESSARY DEWATERING AND/OR CONSUMPTIVE USE PERMITS PRIOR TO CONSTRUCTION.

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.

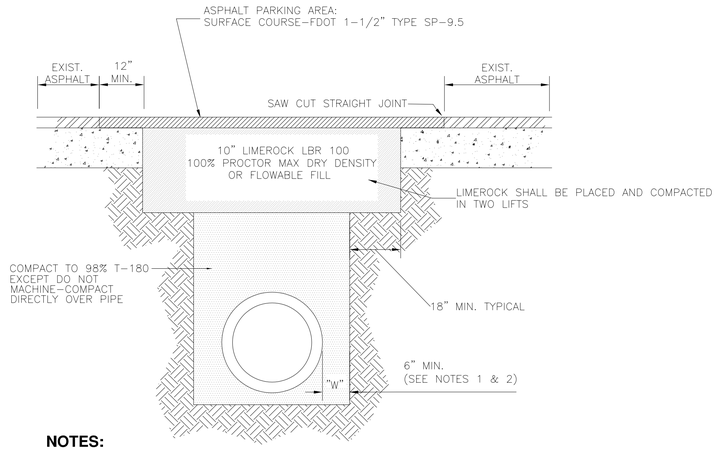
19. CONTRACTOR SHALL VERIFY AND LOCATE ALL PROTECTED TREES PRIOR TO CONSTRUCTION. FLAGGING OF THE TREE AND INSTALLATION OF A PROTECTIVE BARRIER SHALL BE INPLACE PRIOR TO CLEARING ACTIVITIES. PROTECTION OF TREES IS MANDATORY THROUGHOUT CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACEMENT OF ANY 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.



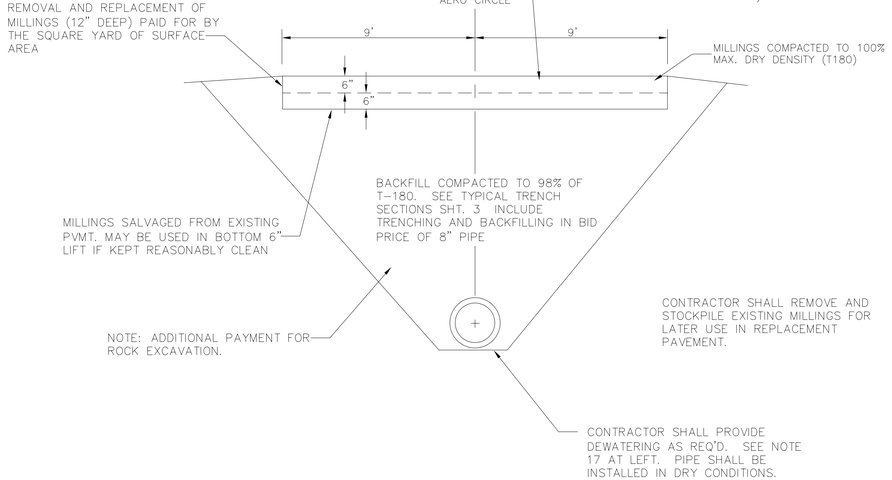
SEWER LATERAL PROFILE
1"=10' HORIZONTAL



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

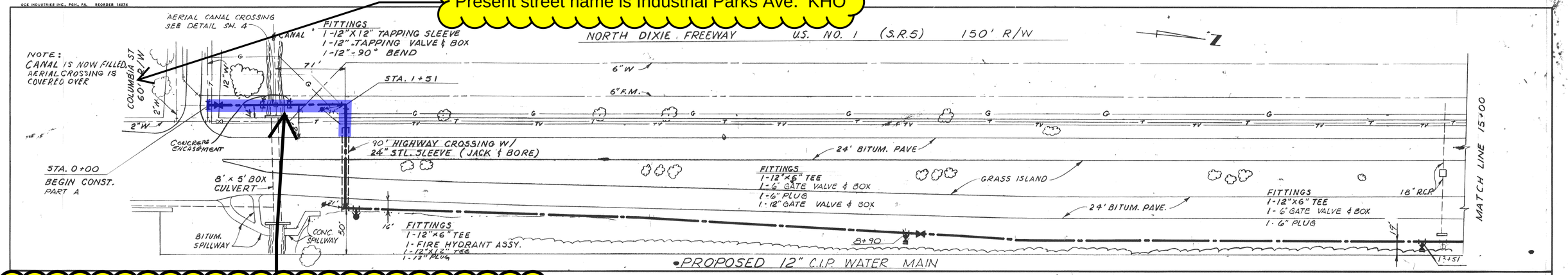
DWG. NO. 1108-SEWER.DWG

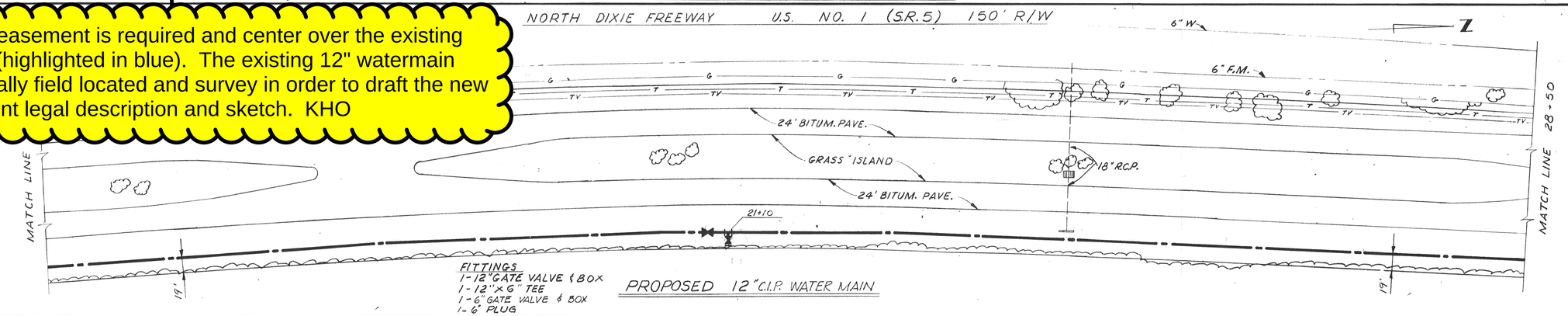
SHT. 4 OF 4

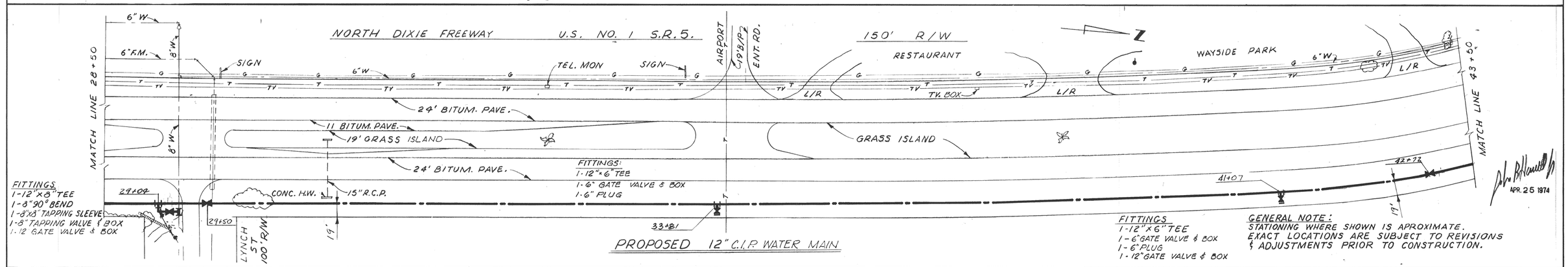
Present street name is Industrial Parks Ave. KHO

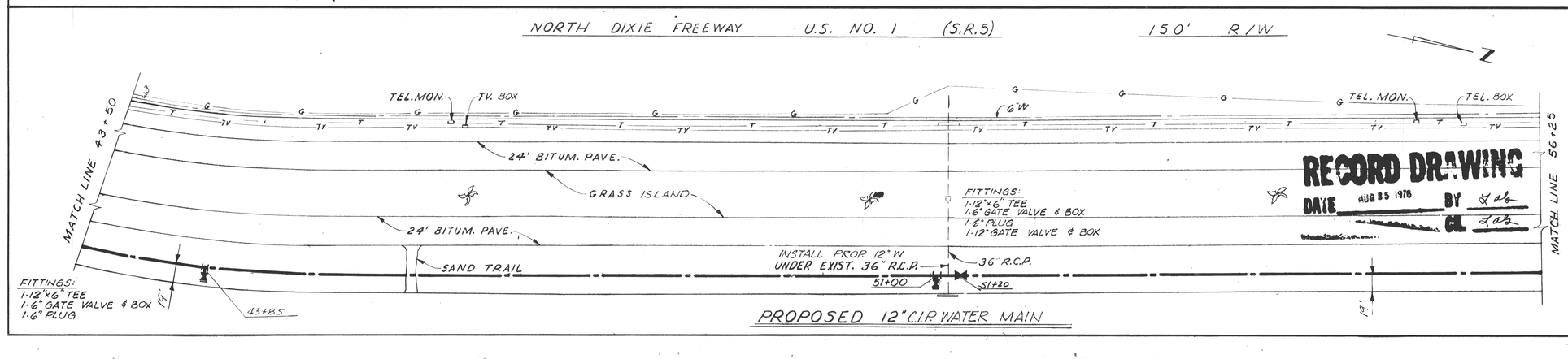
A 20.0' utilities easement is required and center over the existing 12" watermain (highlighted in blue). The existing 12" watermain must be physically field located and survey in order to draft the new utilities easement legal description and sketch. KHO

OCE INDUSTRIES INC., PGH., PA. REORDER 14074









HUD PROJECT WS FLA 313

NO.	DATE	DESCRIPTION	BY	CKD.
		REVISIONS		
△	10-75	RECORD DWGS	LAG	LAG

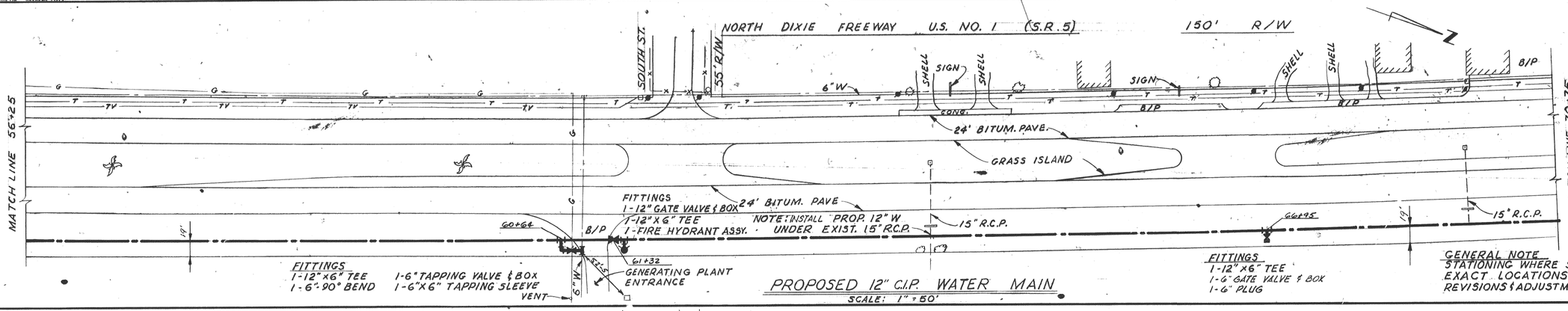
RUSSELL & AXON
Engineers — Planners — Architects
DAYTONA BEACH, FLORIDA

WATER WORKS IMPROVEMENTS
PART A
12" WATER MAIN

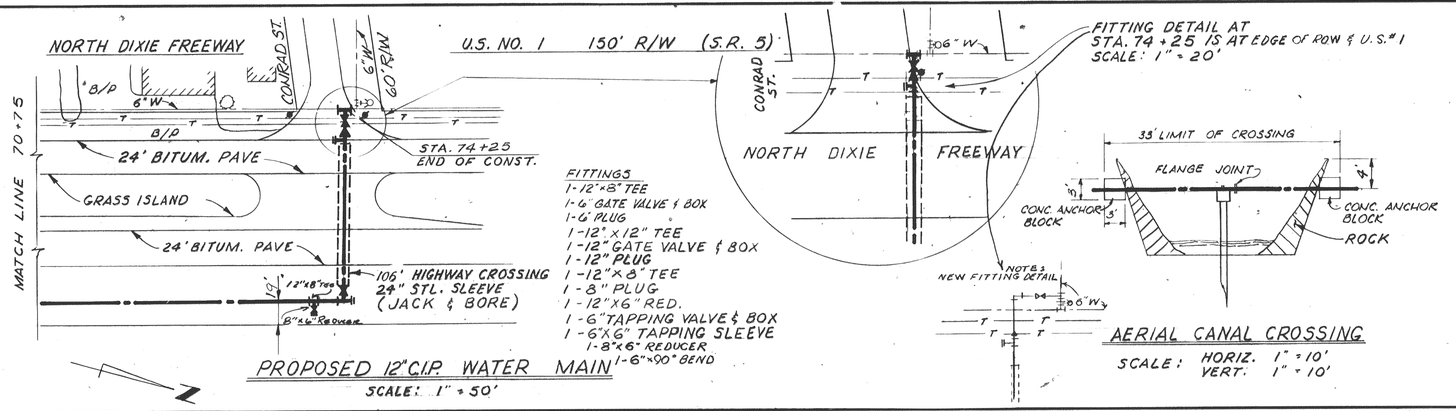
NEW SMYRNA BEACH FLORIDA

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



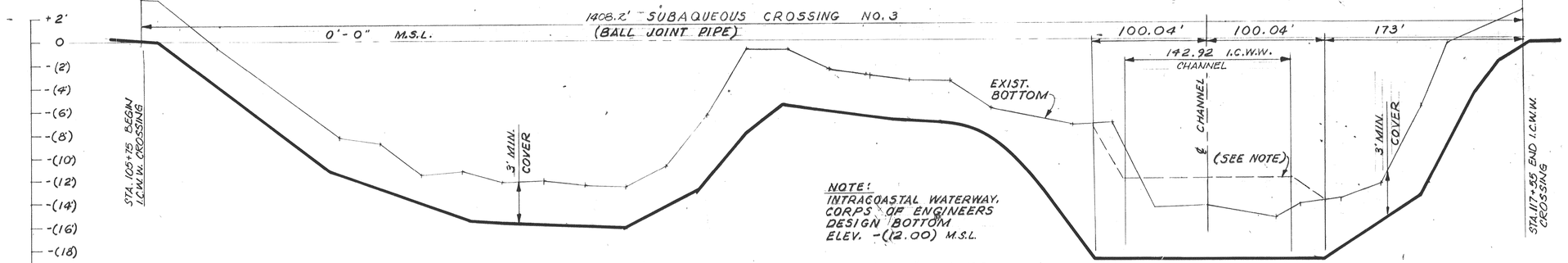
PROPOSED 12" C.I.P. WATER MAIN
SCALE: 1" = 50'



PROPOSED 12" C.I.P. WATER MAIN
SCALE: 1" = 50'

AERIAL CANAL CROSSING
SCALE: HORIZ. 1" = 10'
VERT. 1" = 10'

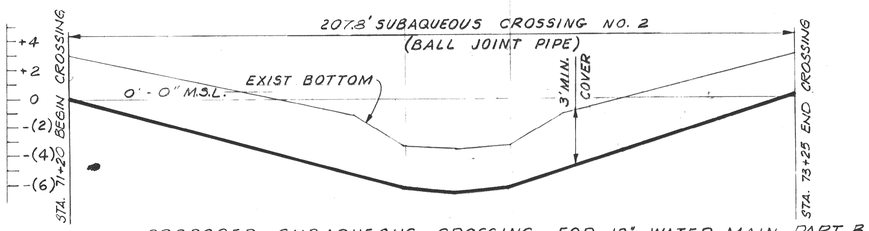
PIPE SUPPORT DETAIL
SCALE: 1/2" = 1'-0"



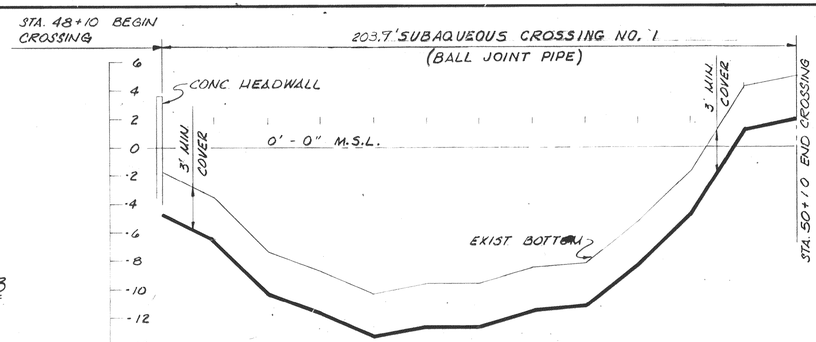
PROPOSED SUBAQUEOUS CROSSING FOR 12" WATER MAIN, PART B
SCALE: HORIZ. 1" = 50'
VERT. 1' = 5'

RECORD DRAWING
DATE AUG 25 1976 BY Lab
CIL Lab

APR. 25 1974



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'

HUD PROJECT WS FLA 313

NO.	DATE	DESCRIPTION	BY	CKD.
		REVISIONS		
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~~

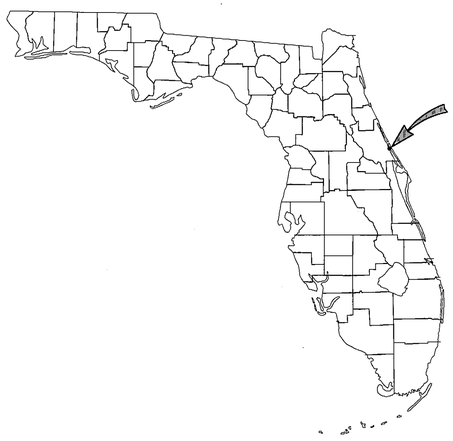
FOR

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
NOT VALID FOR CONSTRUCTION UNLESS
ORIGINALLY SIGNED AND SEALED

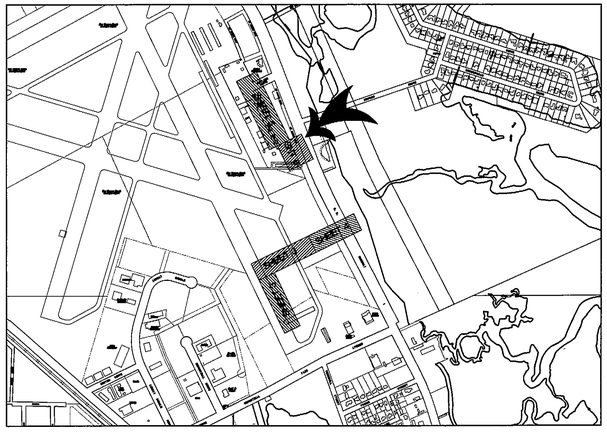
NEW SMYRNA BEACH, FLORIDA

00110101

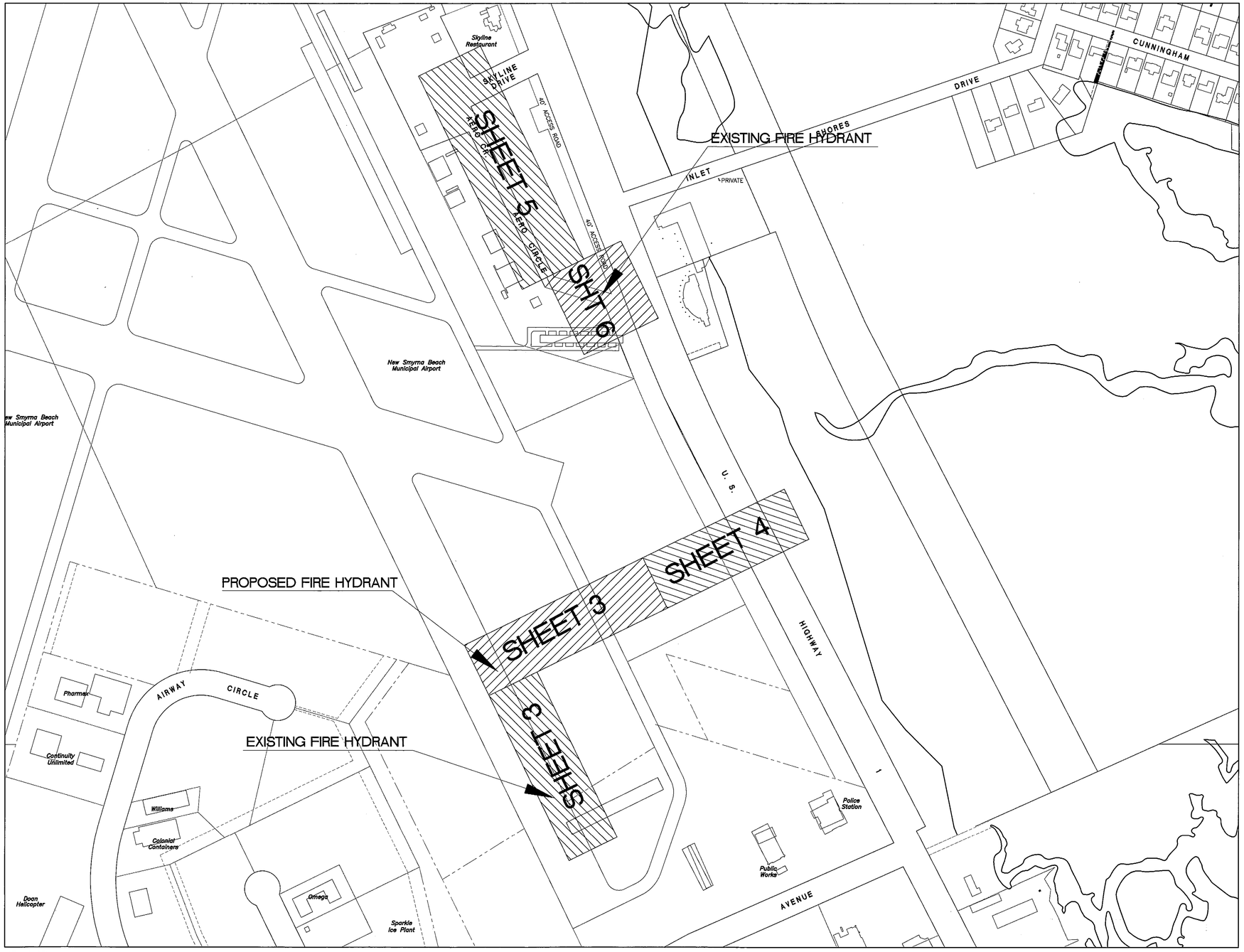
SHEET_#

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
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

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
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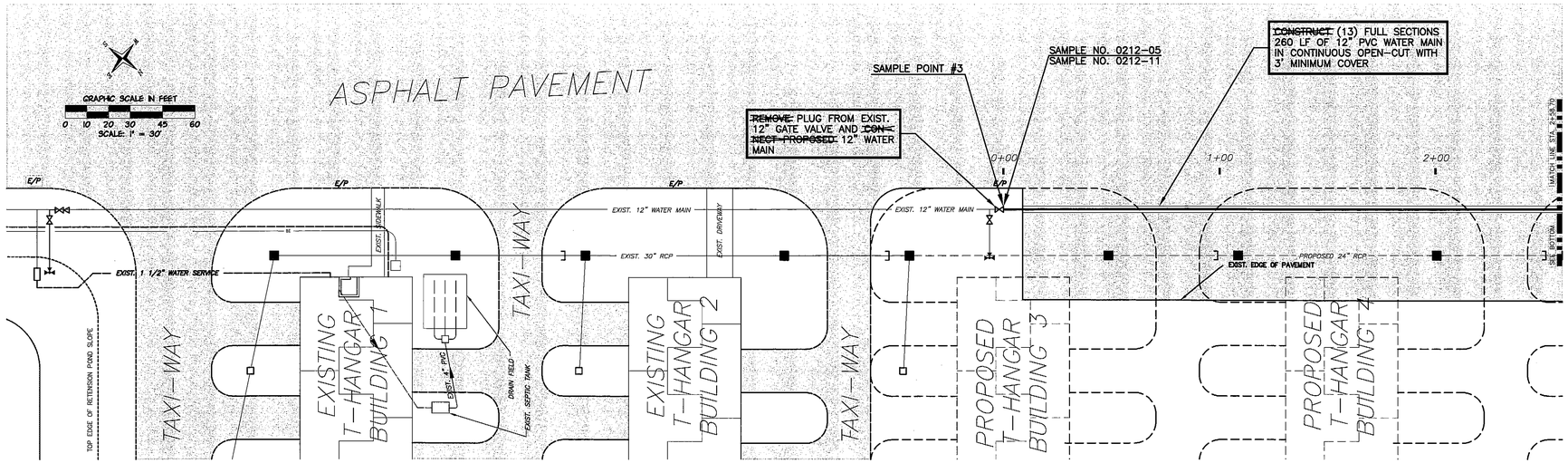

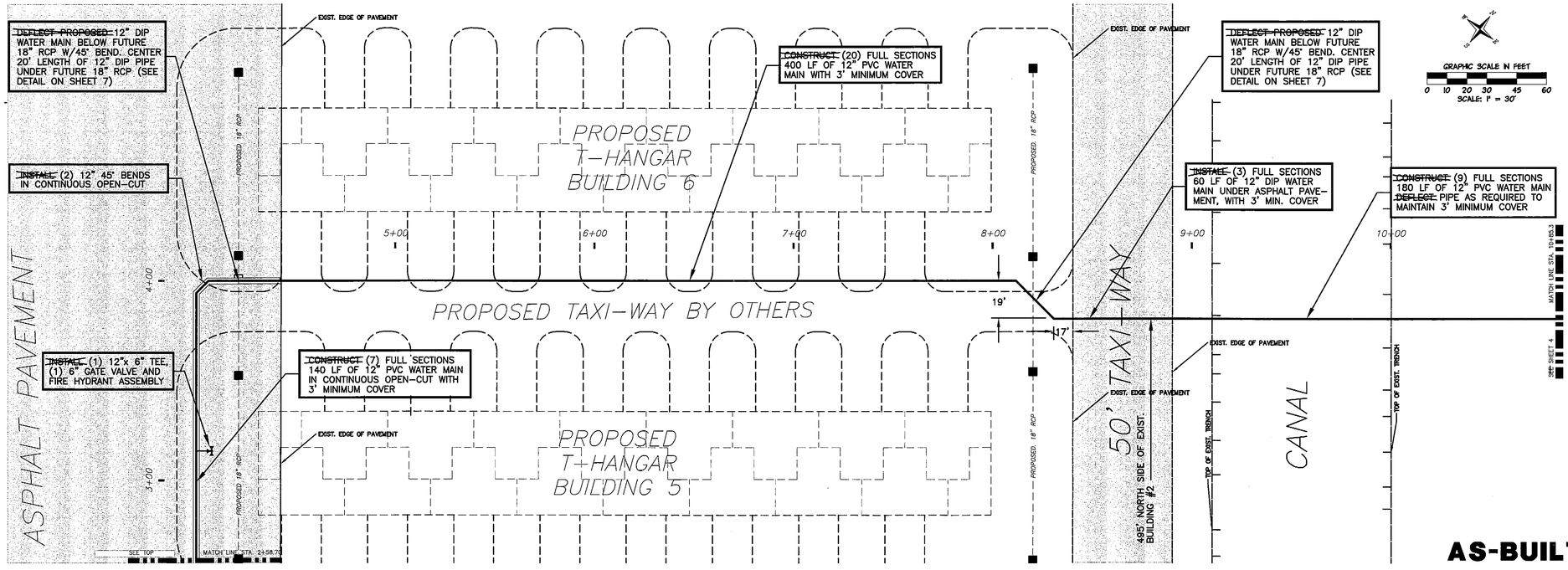

12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
SB
MAIL

AS-BUILT DRAWING

RECORD DRAWING

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
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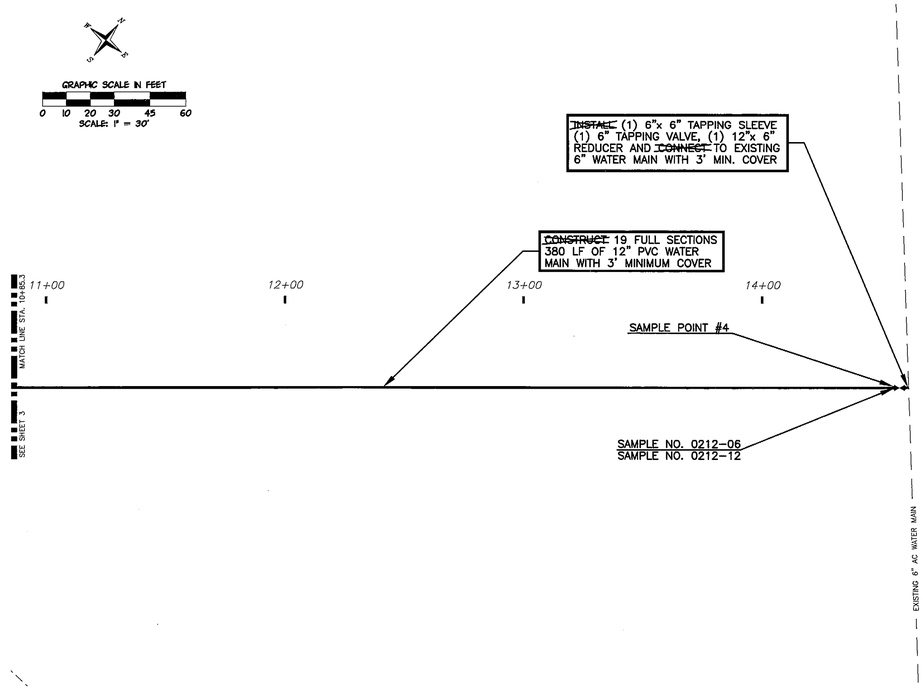

12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
+SB
MAIL

ENRIQUE A. TORRENS, P.E. #33379
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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 4 OF 7
CKD: E. TORRENS	DATE: 5/17/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
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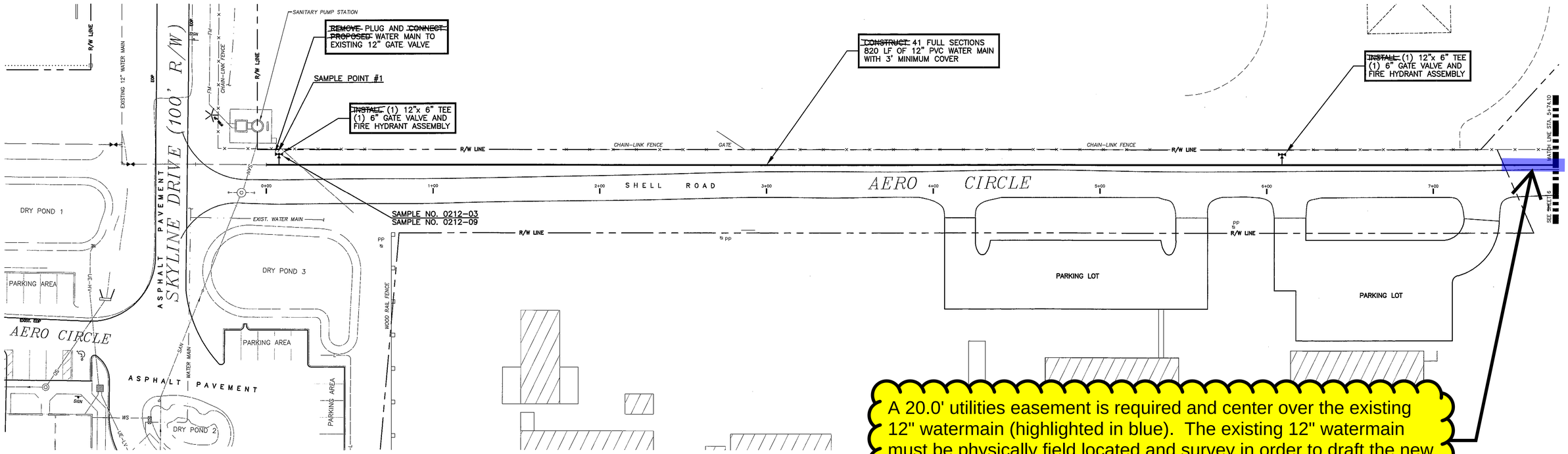

A 20.0' utilities easement is required and center over the existing 12" watermain (highlighted in blue). The existing 12" watermain must be physically field located and survey in order to draft the new utilities easement legal description and sketch. KHO

12" DI WM
3" PLS GAS
8" PVC SAN
Ø PP
TELE
*SB
MAIL

ENRIQUE A. TORRENS, P.E. #33379
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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
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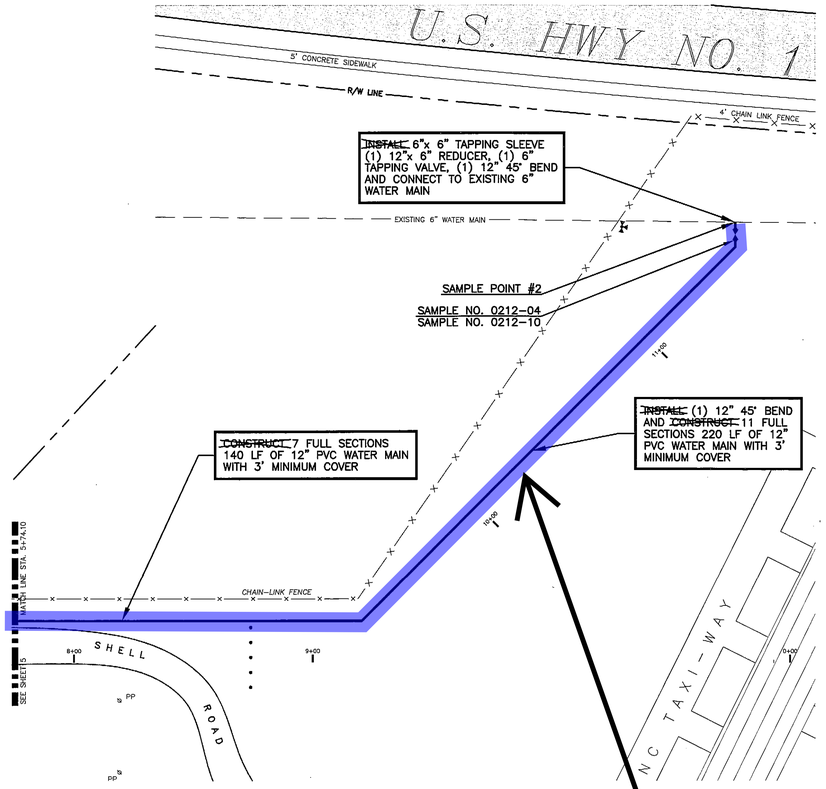

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AS-BUILT DRAWING

RECORD DRAWING

ENRIQUE A. TORRENS, P.E. #33379
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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 6 OF 7
CKD: E. TORRENS	DATE: 5/17/02	
APP: E. TORRENS	REF:	U.C. PROJECT NO. 01752-05
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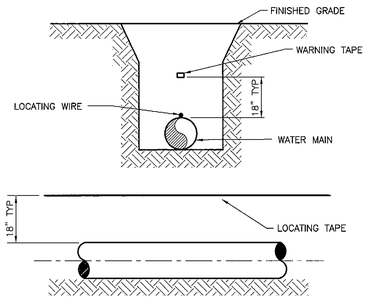
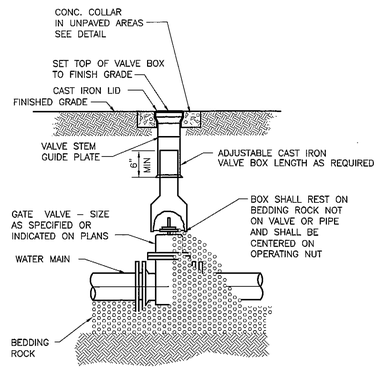


NOTES:

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.

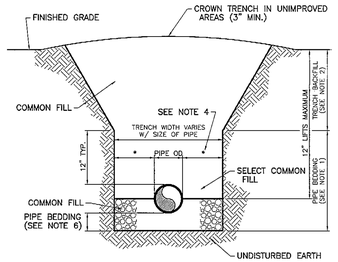
PIPE LOCATING TAPE DETAIL

N.T.S. 11/25/02



DETAIL GATE VALVE AND BOX

NTS

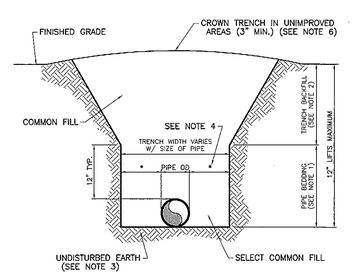


NOTES:

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.



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2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
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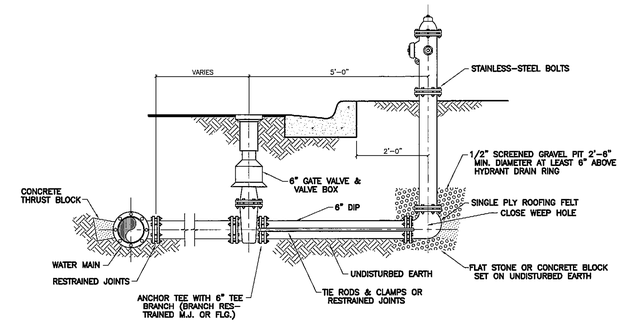
6. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH APPLICABLE REGULATION OF GOVERNING AGENCIES AND THESE DRAWINGS.
7. REFER TO SPECIFICATIONS FOR SHEETING AND BRACING REQUIREMENTS.

TYPE B BEDDING & TRENCHING DETAIL

N.T.S.

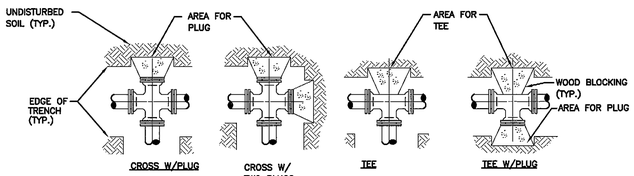


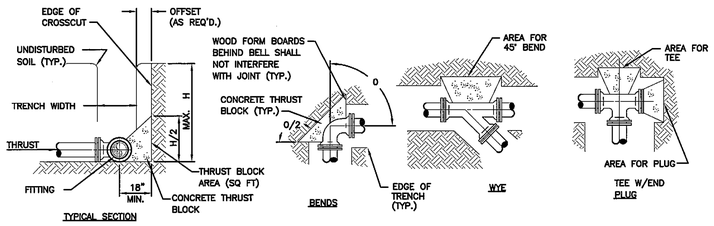
NOTE:

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

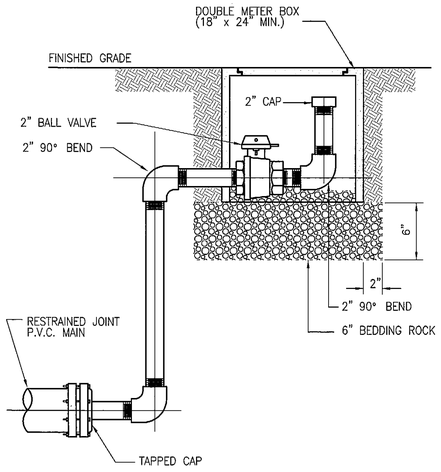
SCHEDULE FOR THRUST BLOCK VOLUMES						
PIPE SIZE (INCHES)	90 BEND (CU YD)	45 BEND (CU YD)	22-1/2 BEND (CU YD)	11-1/4 BEND (CU YD)	TEE & PLUG (CU YD)	DESIGN PRESS (PSI)
4	0.11	0.11	0.11	0.11	0.11	150
6	0.17	0.11	0.11	0.11	0.12	150
8	0.29	0.16	0.11	0.11	0.21	150
10	0.46	0.25	0.13	0.11	0.33	150
12	0.67	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.



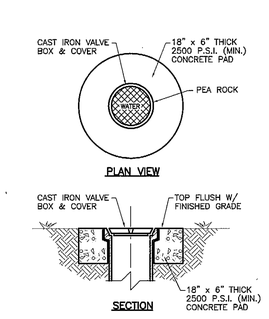
NOTE:
ALL 2" PIPE AND FITTINGS SHALL BE SCHEDULE 40 GALVANIZED STEEL OR BRASS WITH THREADED (NPT) JOINTS.

SECTION BLOWOFF VALVE

SCALE: 1/2"=1'-0"

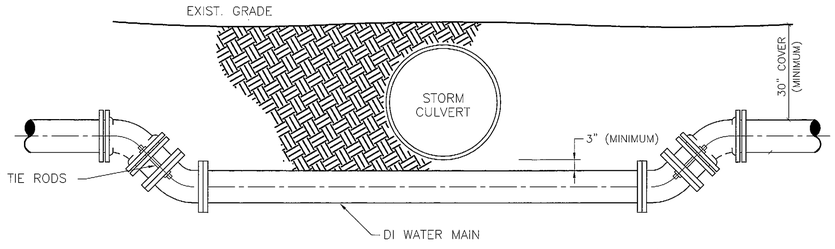
RESTRAINED JOINTS											
PIPE SIZE (INCHES)	LENGTH (FT) TO BE RESTRAINED								TIE ROD DATA ***		
	11-1/4°		22-1/2°		45°		90°		BOLTS- STUDS SIZE		
	BARE *	POLY **	BARE *	POLY **	BARE *	POLY **	BARE *	POLY **			
4	2	2	4	4	8	9	20	22	TWO RODS	3/4	
6	3	3	6	6	11	13	28	31	TWO RODS	3/4	
8	3	4	7	8	15	17	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.

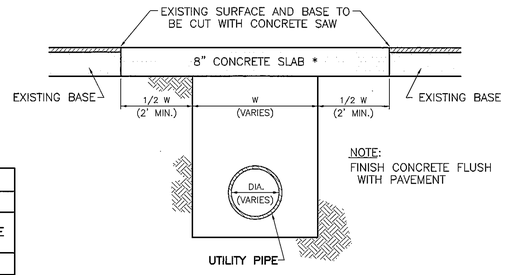


BELOW CULVERT CROSSING

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

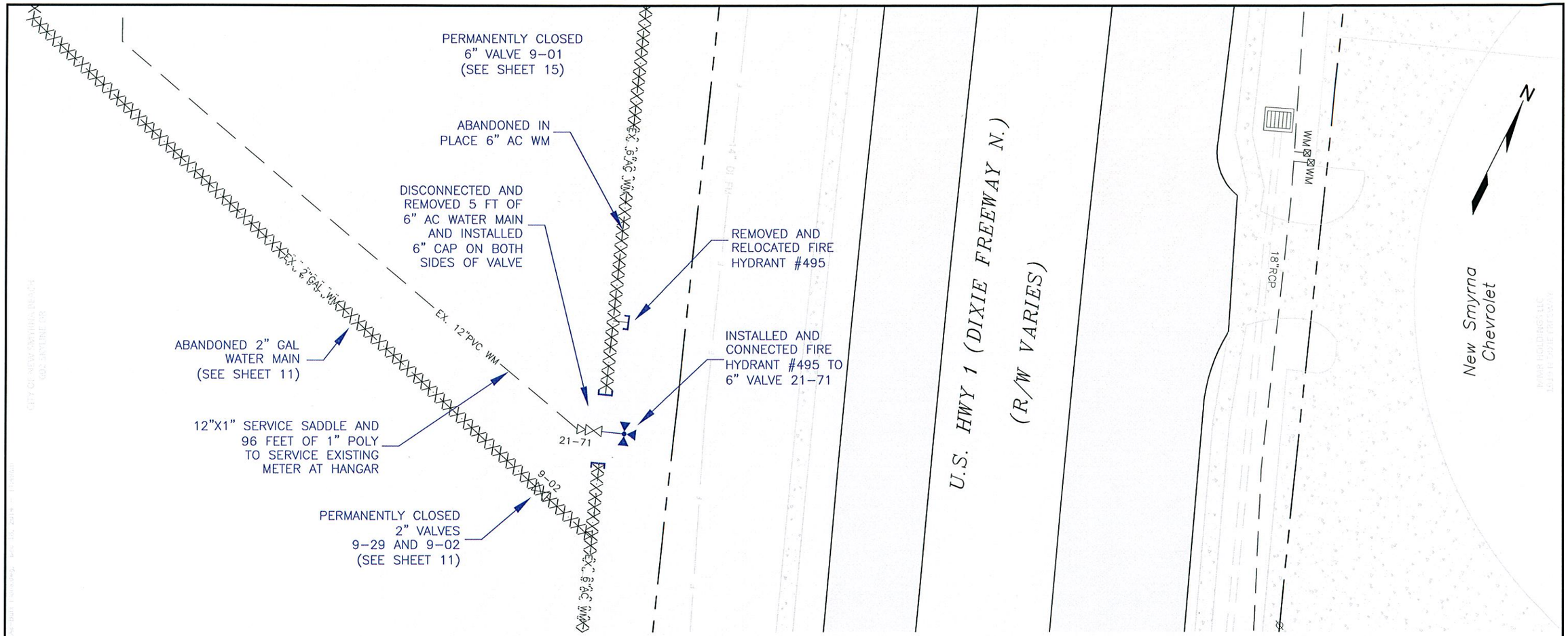
ENRIQUE A. TORRENS, P.E. #33379
NOT VALID FOR CONSTRUCTION UNLESS ORIGINALLY SIGNED AND SEALED

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.		WC-100
APP.			
DATE 1-14-82			

907 27 26 28 25 906 29 23 24 30 904 903 927 928 926 471 924 923 922 921 920 340 908 909 274 910 911 113 33 915 916 914 917 918 919 32 L.S.No.16

6"&8" FM

8" SC.

1.S.No.15

500' R/W

WATERWAY

INTRACOASTAL

CUNNINGHAM DRIVE

INLET SHORES DRIVE

MB 23 - P56

MARSH

MARSH

1" 200' 200 scale 0 200 400 feet Scale 1" = 200'

U. S. HIGHWAY NO. 1

ACCESS STREET

6" SC.

6" AC.

8" AC.

8" DUCTILE

8" VALVE LOC. MARKED ON TRAFFIC POST ON WEST

AIRPORT BLVD.

317 21 AIRPORT

COMMERCIAL SUBDIVISION

MB 5 P63

22

POLICE STATION

PUBLIC WORKS

MB 25 - P 63

INDUSTRIAL PARK AVENUE

HOWARD MB 11 - P150

MATCH LINE

PART OF LOT 5

PART OF LOT 6

SMYRNA ESTATES MB 11 - P106

PAT AVE.

PONCE STREET

LOT 3

LOT 4

OLIVER

SANDY LANE

MB 8 - P 245

SMYRNA ESTATES MB 11 - P 106

LANDIS STREET

TURNBULL STREET

2" GALV.

12" W.M. IN SERVICE

AIRPORT

AIRPORT

(13)

(10)

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.

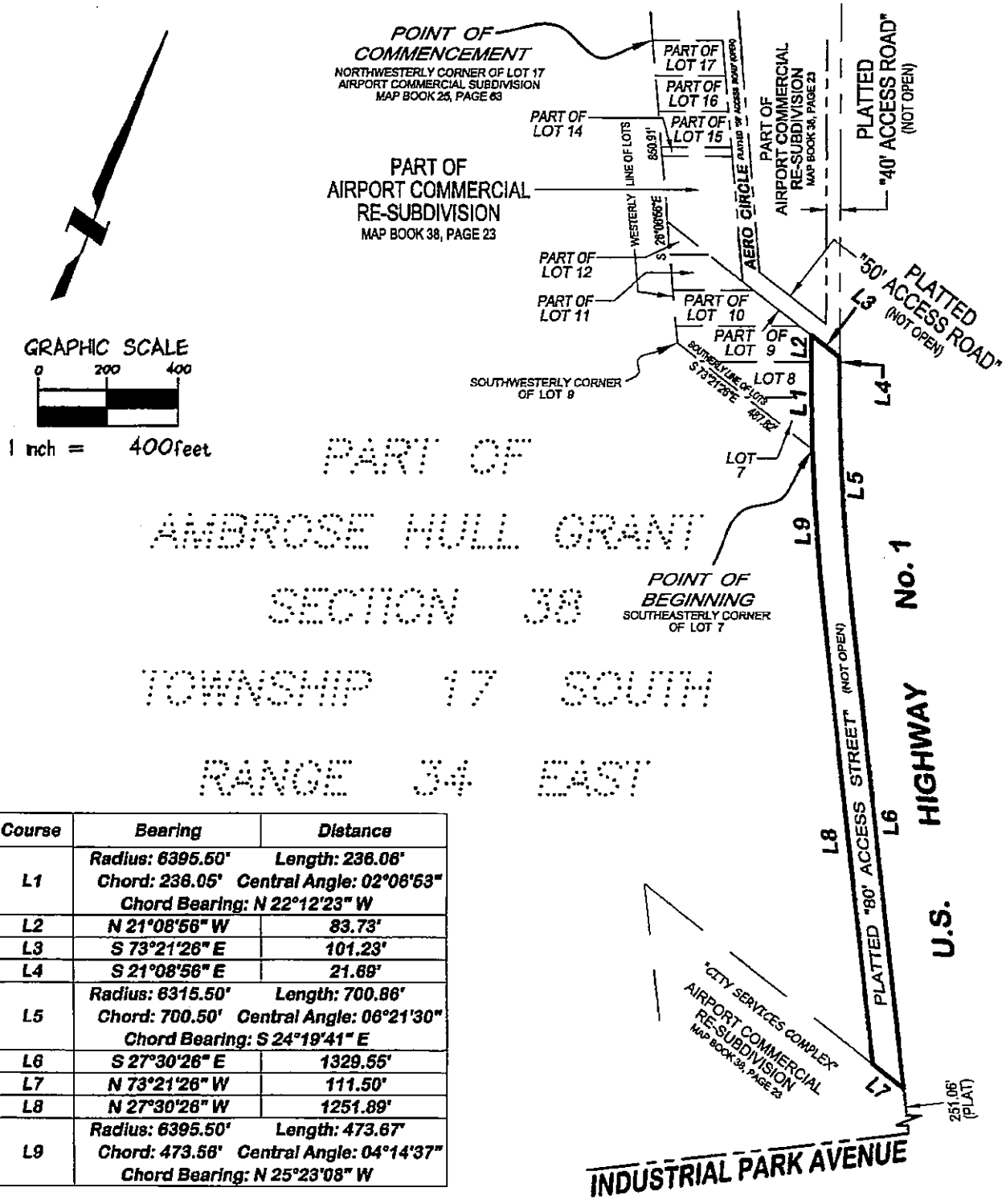
Signed: _____ Seal:

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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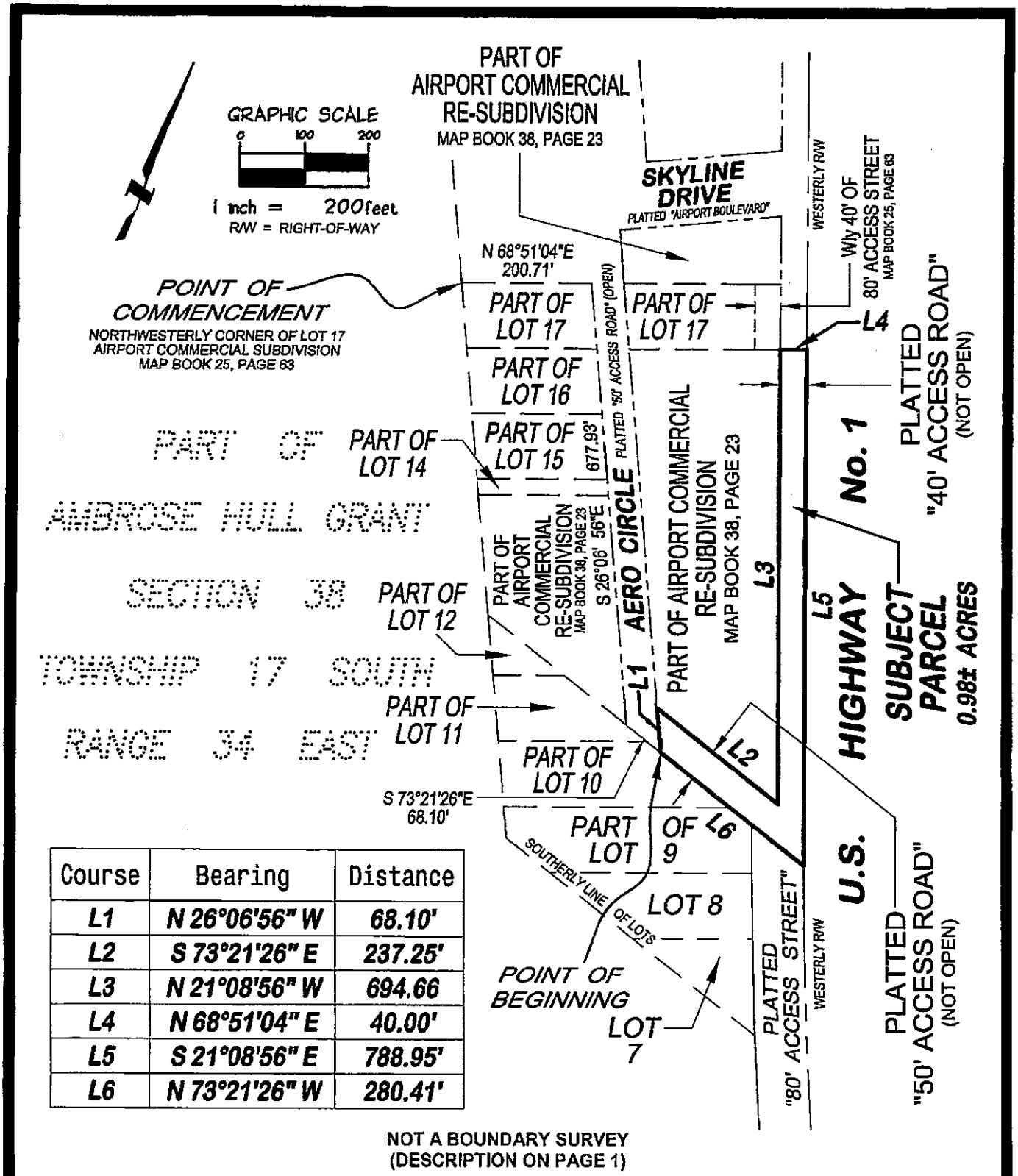
(386) 427-9575

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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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.
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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:

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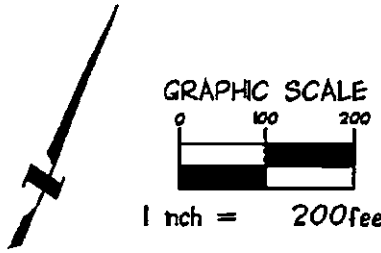
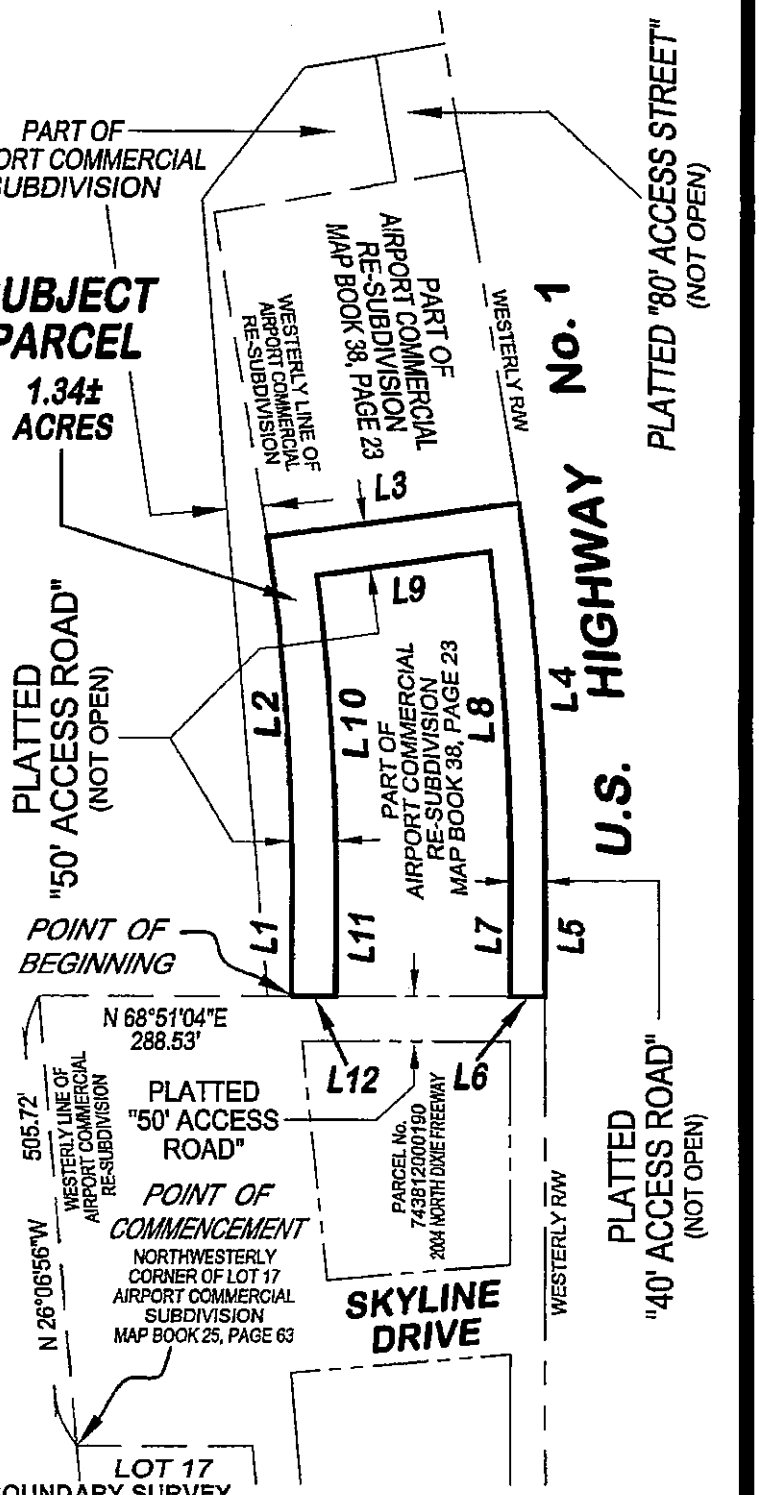


GRAPHIC SCALE
0 100 200
1 inch = 200 feet

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'



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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.

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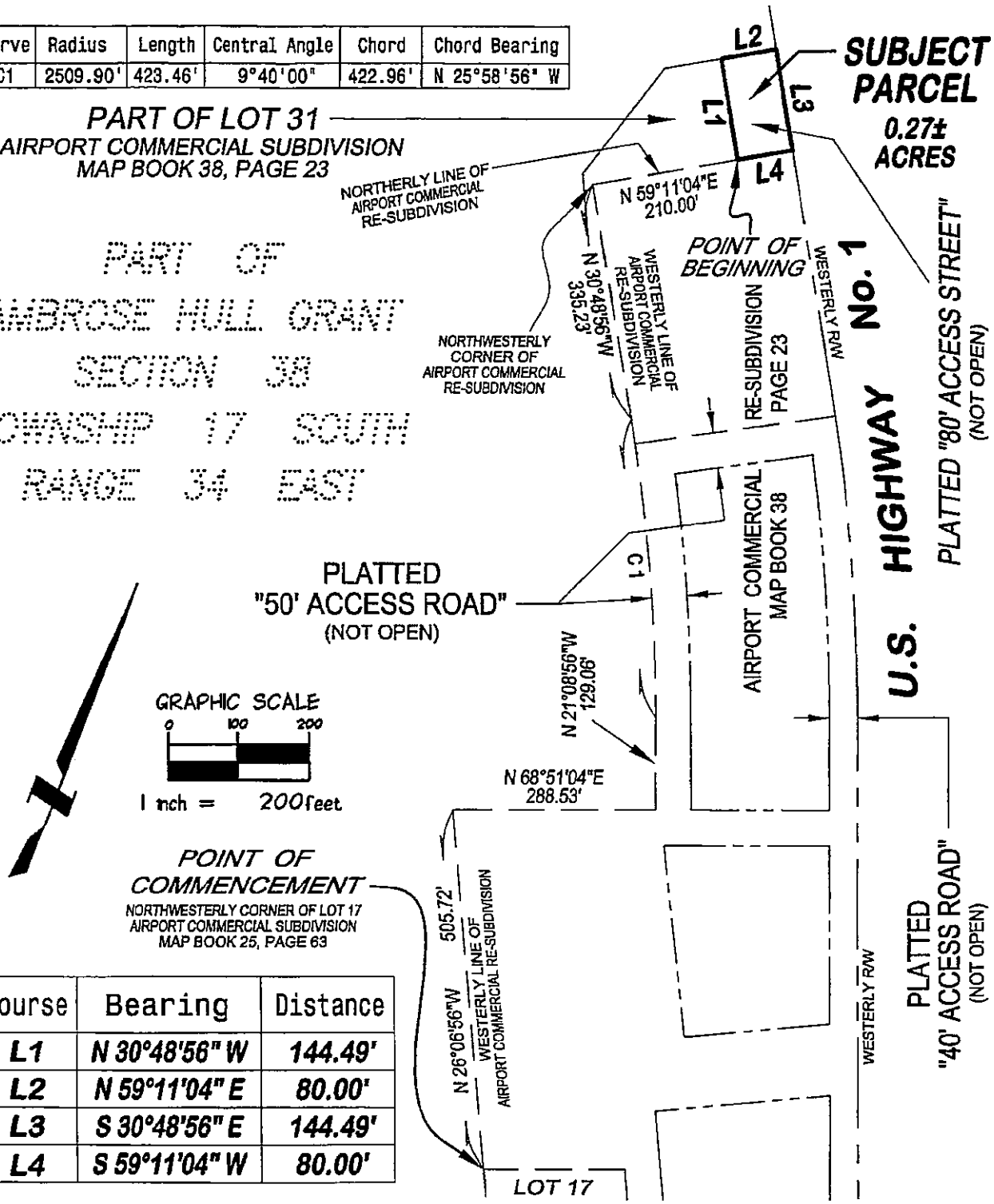
(386) 427-9575

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
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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 SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD VACATE BIRCH STREET, BETWEEN SLATTON STREET AND CHISHOLM STREET.

November 11, 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

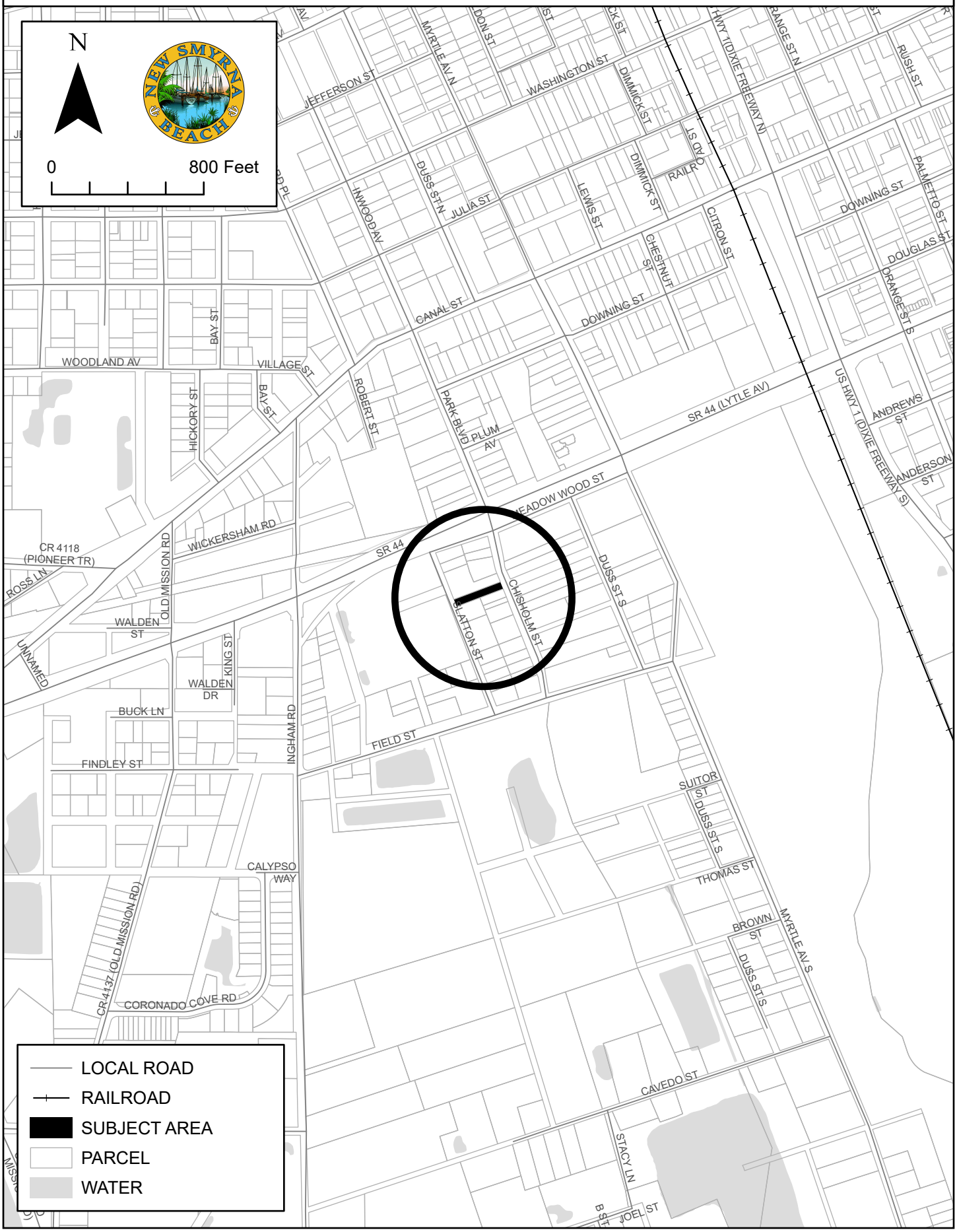
Strategic Plan Item:
No

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

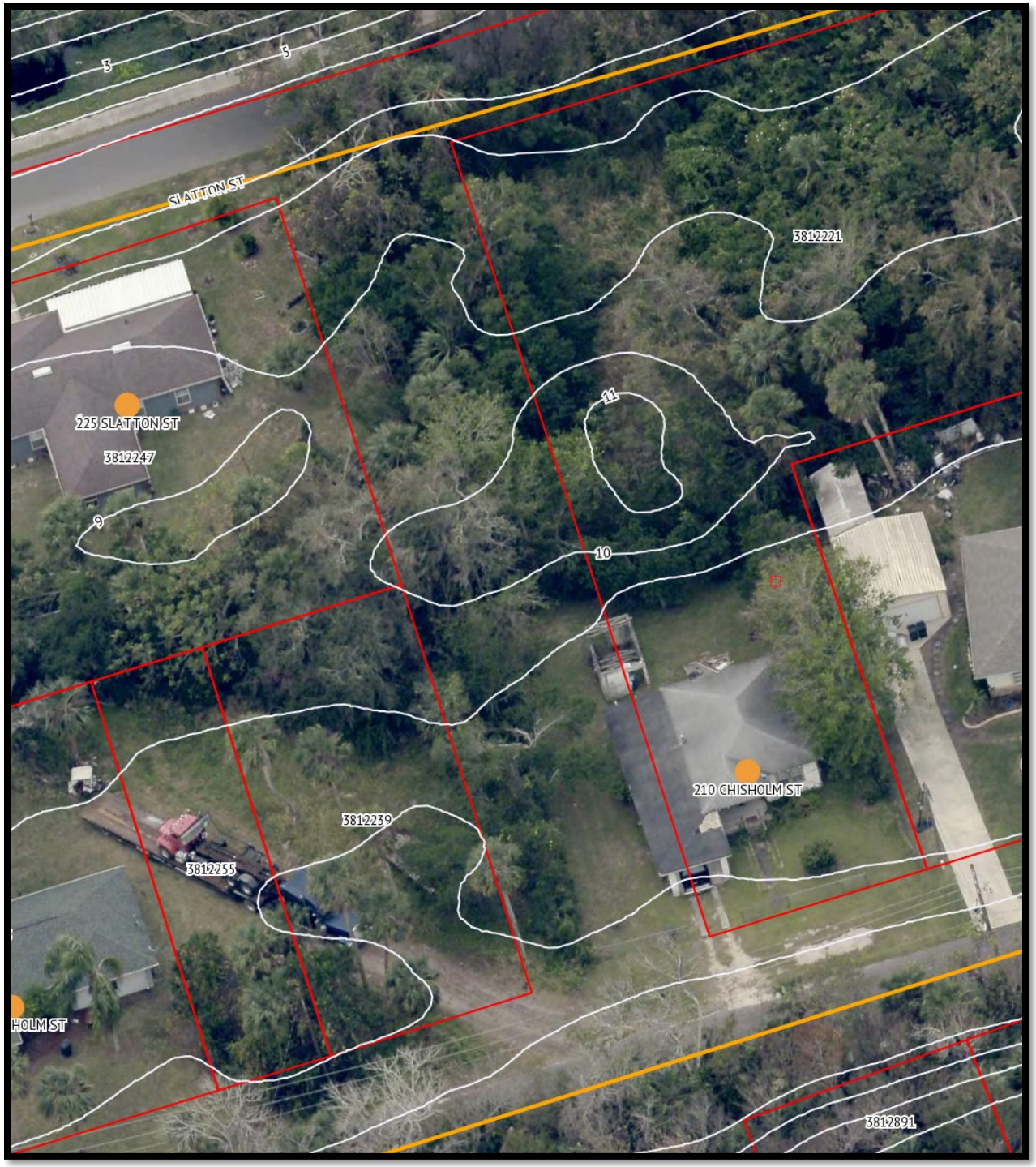
SV-01-25: LOCATION MAP

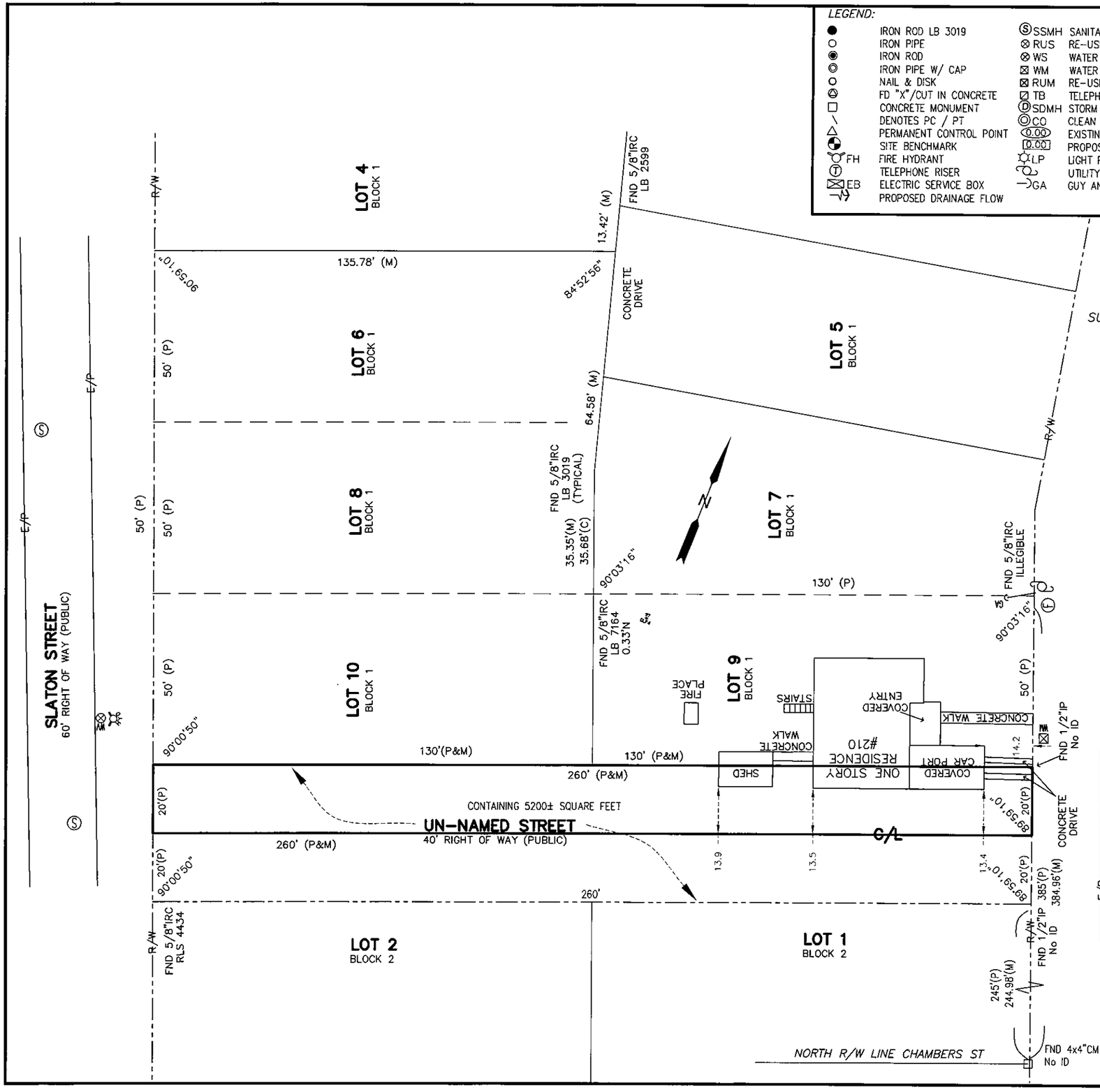


SV-01-25: AERIAL MAP



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:

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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					

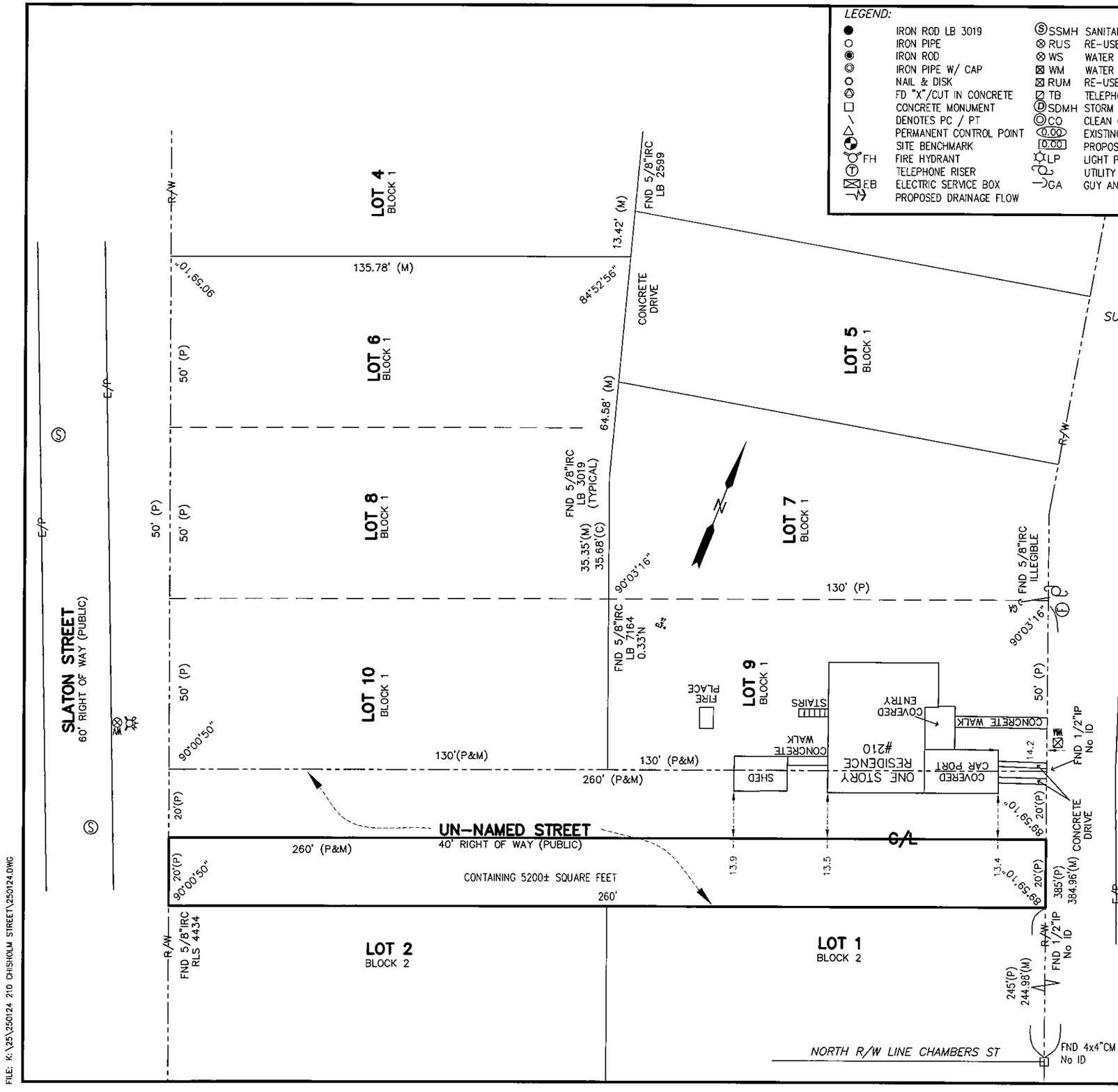
BOUNDARY SURVEY

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
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BOUNDARY SURVEY

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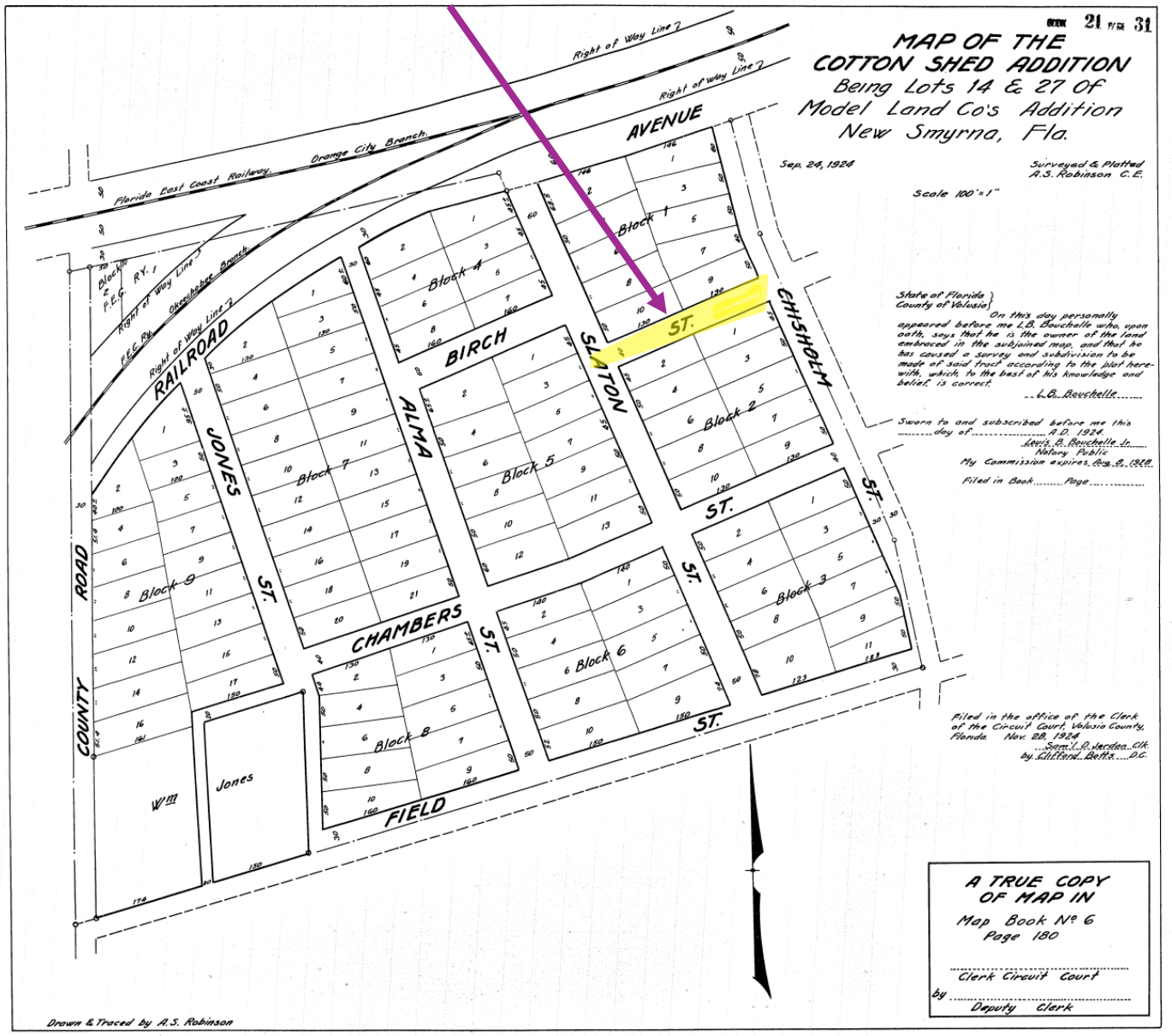

Book 21 Page 31
MAP OF THE
COTTON SHED ADDITION
Being Lots 14 & 27 Of
Model Land Co's Addition
New Smyrna, Fla.
Sep. 24, 1924
Surveyed & Platted
A.S. Robinson C.E.
Scale 100'=1"
Right of Way Line
Florida East Coast Railway
Orange City Branch
Block 2 F.E.C. RY.
F.E.C. Ry. Okeechobee Branch
RAILROAD
AVENUE
Block 1
Block 4
BIRCH
ALMA
SLATON
ST.
CHISHOLM
Block 2
Block 5
Block 7
JONES
Block 9
COUNTY
ROAD
CHAMBERS
Block 8
Block 6
Block 3
FIELD
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 Dec 2, 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 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

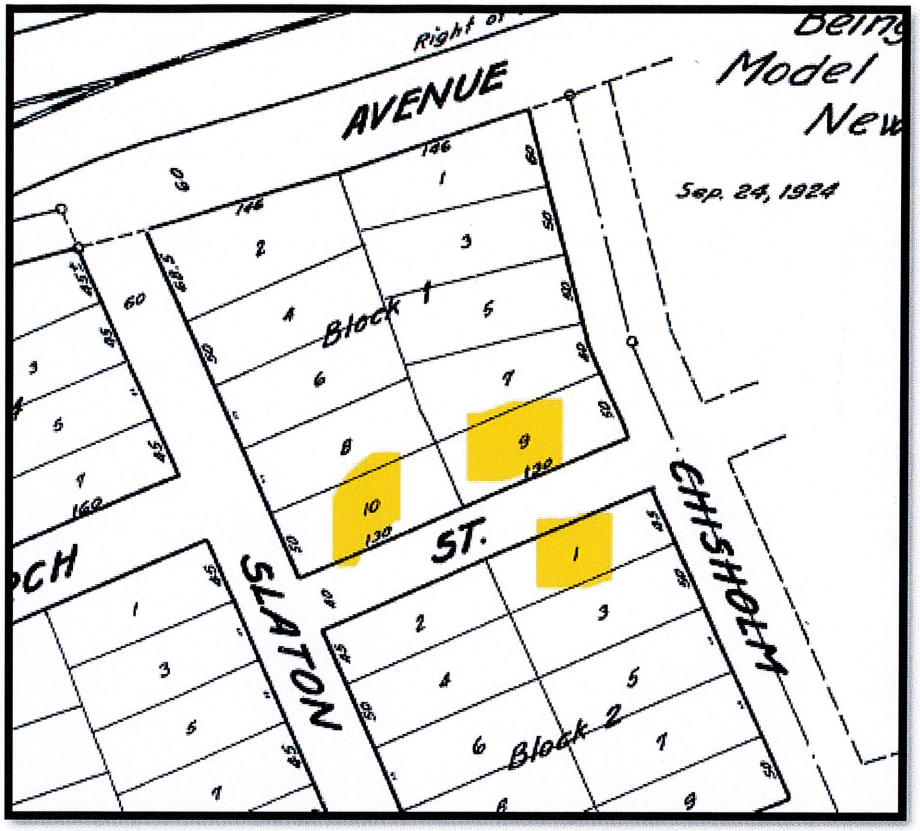
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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.



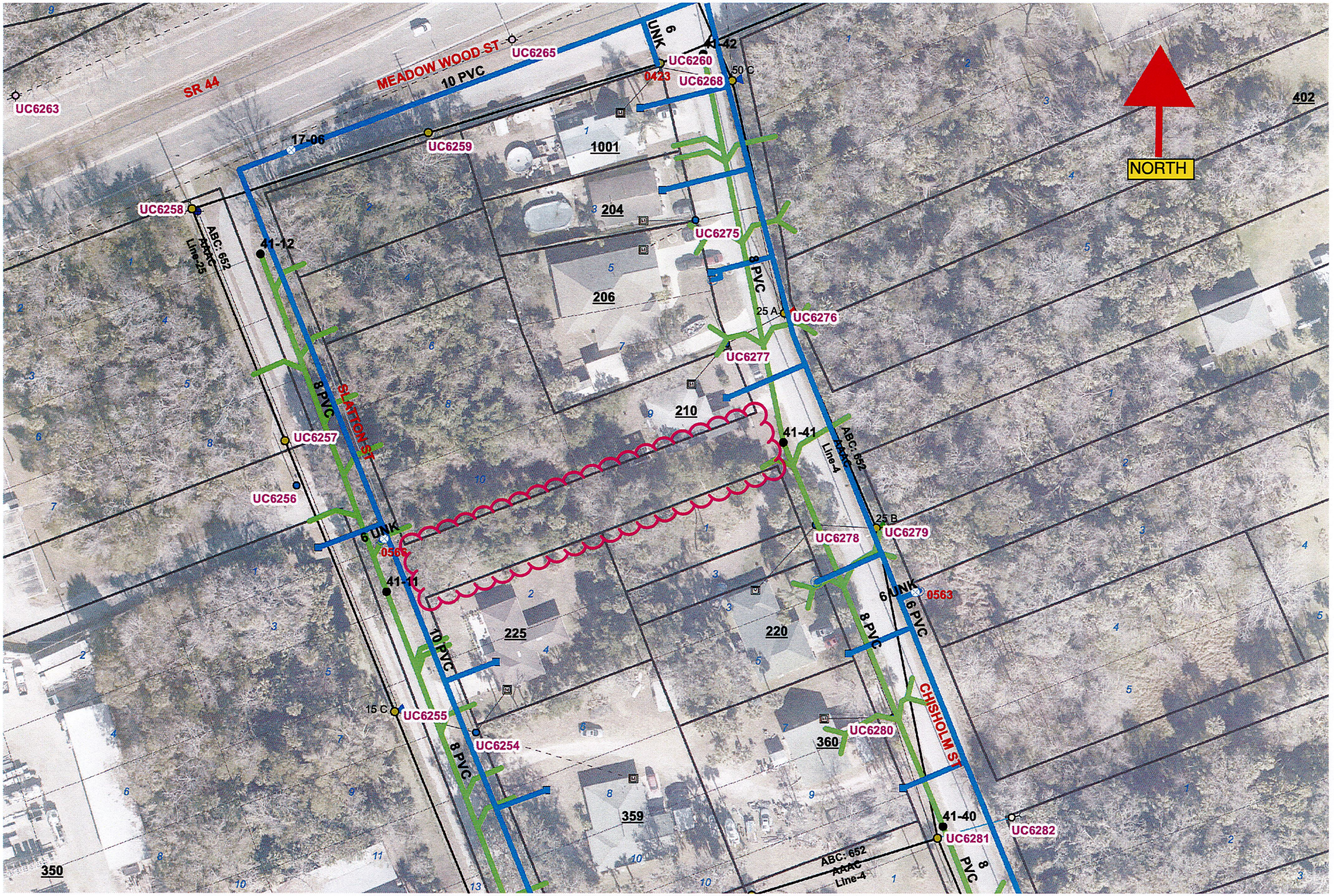
Best Regards,

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
10 PVC
6 UNK
UC6263
UC6265
UC6259
UC6260
UC6268
0423
50 C
41-42
17-06
1001
402
NORTH
UC6258
ABC: 652 RPAC Line-25
41-12
204
UC6275
206
8 PVC
25 A
UC6276
UC6277
210
SLATTON ST
8 PVC
UC6257
41-41
ABC: 652 AAAC Line-4
UC6256
25 B
UC6279
UC6278
6 UNK
0563
41-11
6 PVC
8 PVC
225
220
10 PVC
15 C
UC6255
UC6254
CHISHOLM ST
UC6280
360
8 PVC
359
41-40
UC6281
UC6282
ABC: 652 AAAC Line-4
350

807

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

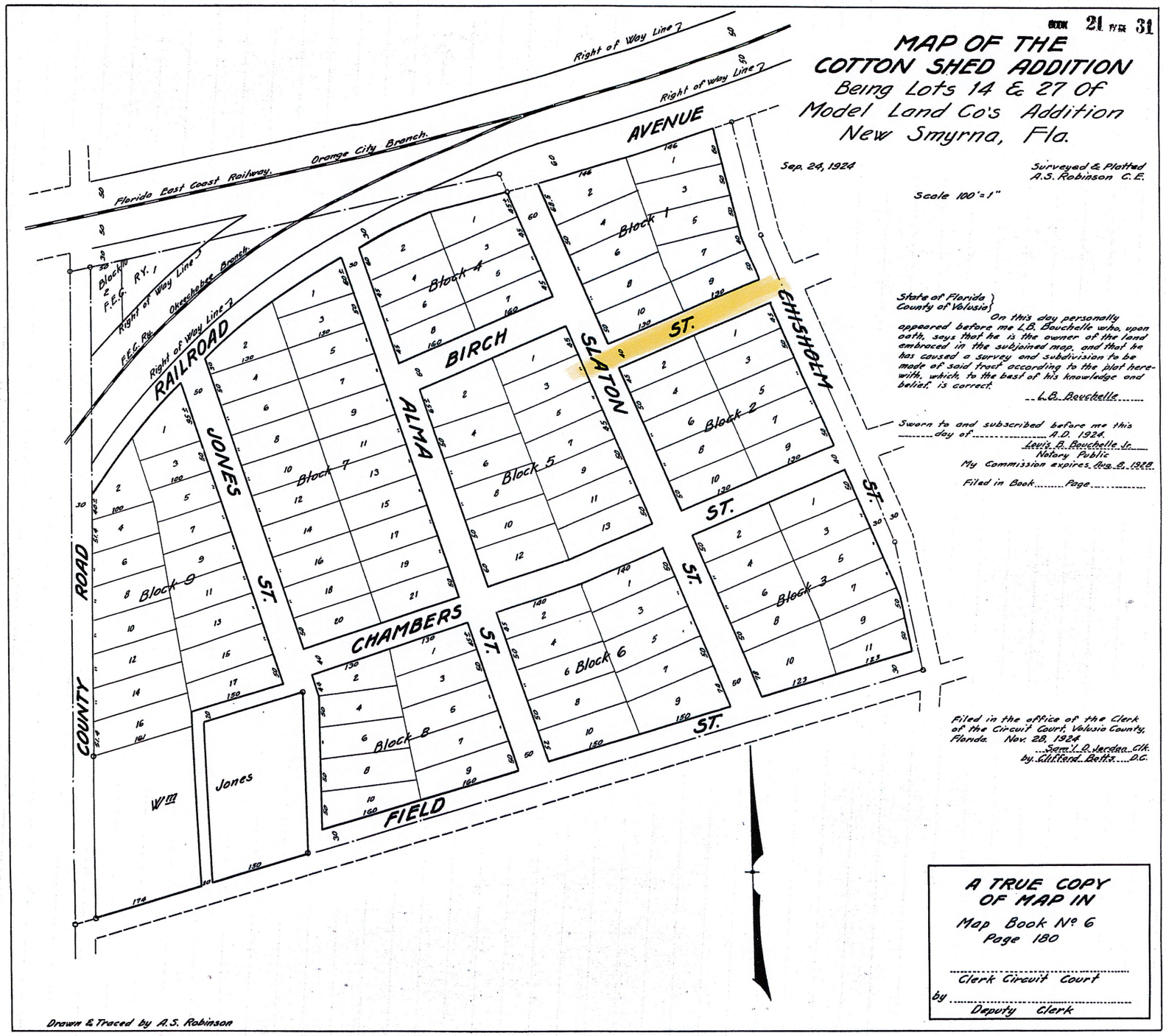
MAP OF THE COTTON SHED ADDITION

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.

A TRUE COPY OF MAP IN
Map Book No 6
Page 180

Clerk Circuit Court
by Deputy Clerk

Drawn & Traced by A.S. Robinson

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:

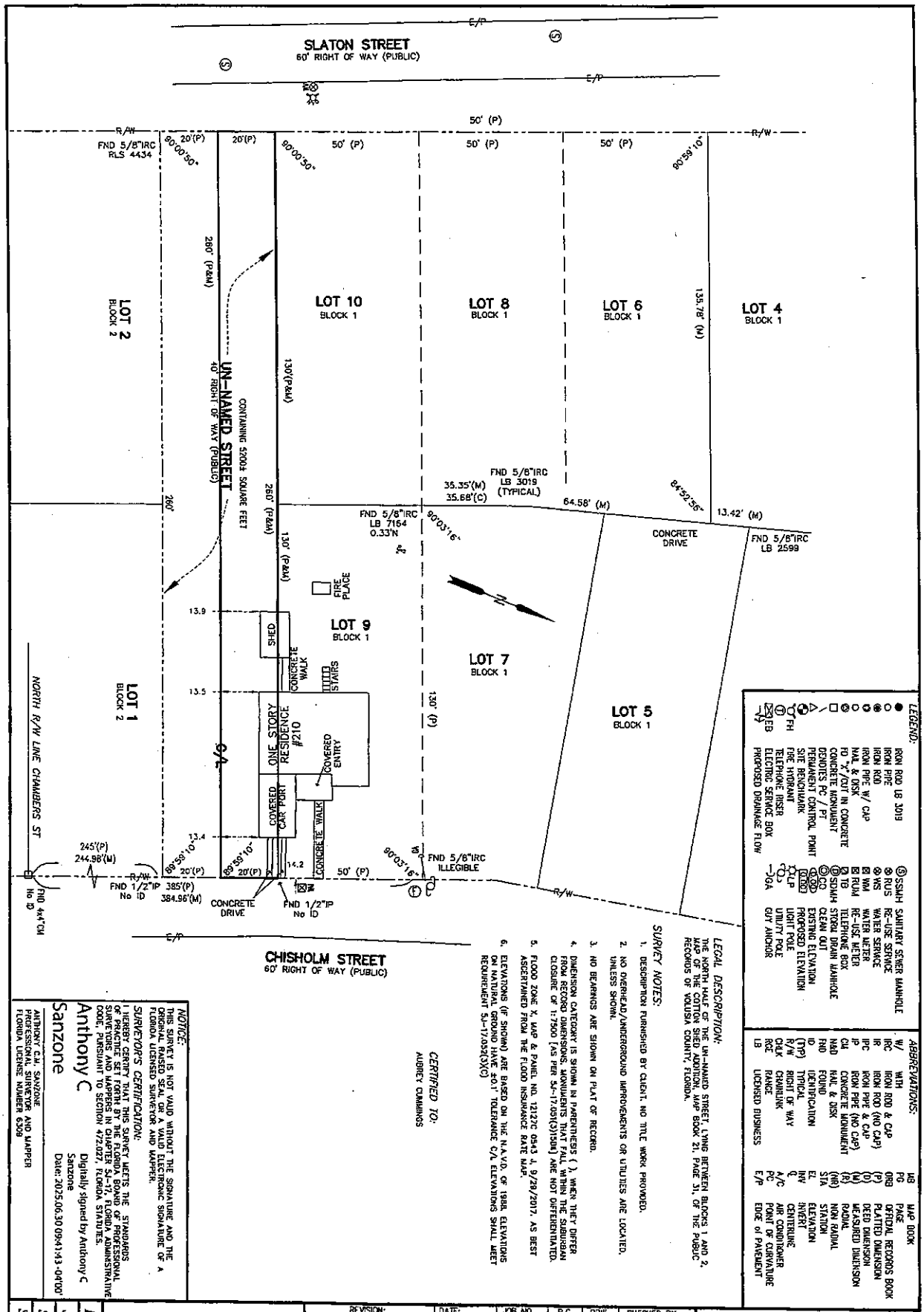
Carrie Avallone

CARRIE AVALLONE,
City Attorney

DATE: 10/16/2025

EXHIBIT "A"

FILE: K:\25\250124 210 CHISHOLM STREET\250124.DWG



LEGEND:

IRON ROD LB 3019
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 RE-USE SERVICE
WAS WATER SERVICE
WM WATER METER
RUM RE-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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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 AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, 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

REVISION:	DATE:	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION					
BOUNDARY SURVEY	02/18/2025	25-0124	JS	AA	ACS
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

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
(386) 761-5385
PORT ORANGE, FL. 32127
LICENSED BUSINESS
CERTIFICATION NUMBER 3019
www.sligerassociates.com

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 79-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD ALLOW COMMERCIAL MEGACYCLES, ALSO KNOWN AS PEDAL PUBS, WITHIN DESIGNATED AREAS OF NEW SMYRNA BEACH ALONG WITH AUTHORIZATION FOR PASSENGERS TO HAVE OPEN CONTAINER.

November 11, 2025

Background:

Applicant: Christopher Aaron Smith, 4035 Saxon Drive, New Smyrna Beach, FL. 32169.

Request: Adopt FL. Statute 316.2069 to allow commercial megacycles, also known as pedal pubs, with open alcoholic containers, withing areas of New Smyrna Beach.

Attachments:

Exhibit A: Route Overview and Maps
Exhibit B: Florida Statute Commercial Megacycles
Exhibit C: Proposed Ordinance Language Commercial Megacycles
Exhibit D: Chief of Police input
Exhibit E: Ordinance 79-25

Findings:

The applicant is requesting an amendment to the City Code of Ordinances to permit the operation of a Commercial Megacycle ("Pedal Pub") with open container privileges along designated routes. The proposed operation would include two fixed routes:

1. Within two blocks north and south of Canal Street; and
2. From Riverside Drive, along North Causeway, to Flagler Avenue and South Atlantic Avenue, and returning to Riverside Drive.

Maps illustrating both routes, as submitted by the applicant, are provided in **Exhibit A**. Portions of these routes will require authorization from the Department of Transportation (FDOT).

The current City Code of Ordinance does not contain provisions for the operation of

commercial megacycles. However, Florida State Statute 316.2069 (referenced in **Exhibit B)** provides municipalities with the authority to permit the commercial operation of megacycles with open container, provided that all statutory requirements are met.

The proposed ordinance incorporates all relevant state requirements and establishes the necessary process for future operation of commercial megacycles within the City, subject to approval by the City Commission.

Recommendation:
Due to the congestion experienced in the two downtown areas and lack of support for this activity from our Police Chief, staff recommends the City Commission deny the requested amendment to the Code of Ordinances.

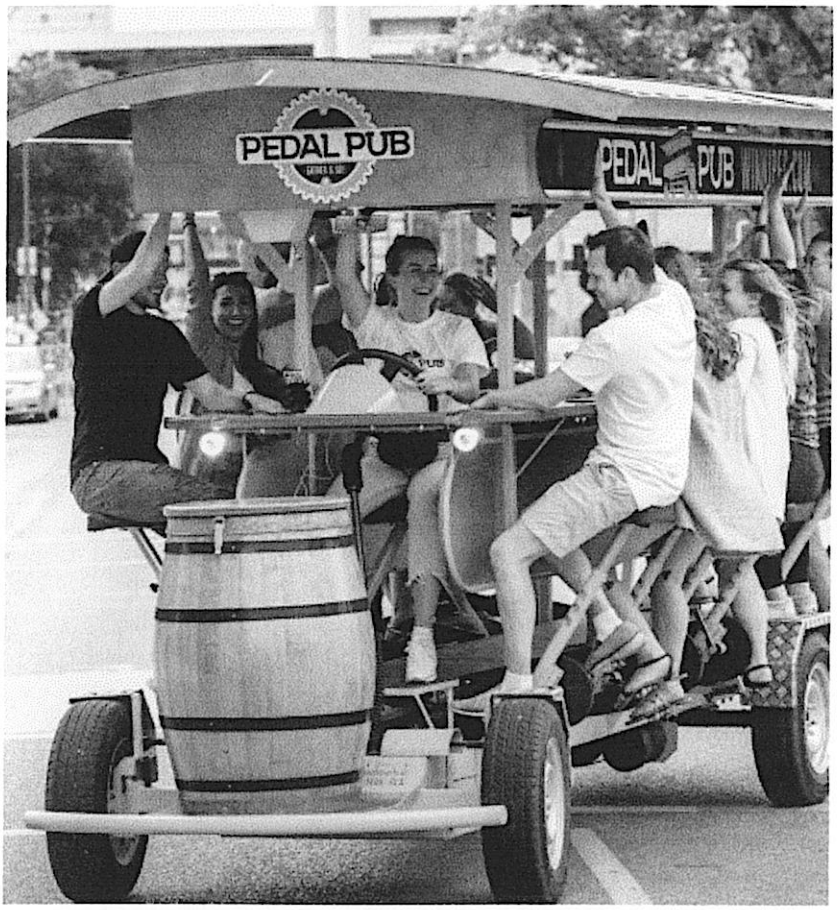
Fiscal Analysis:
N/A

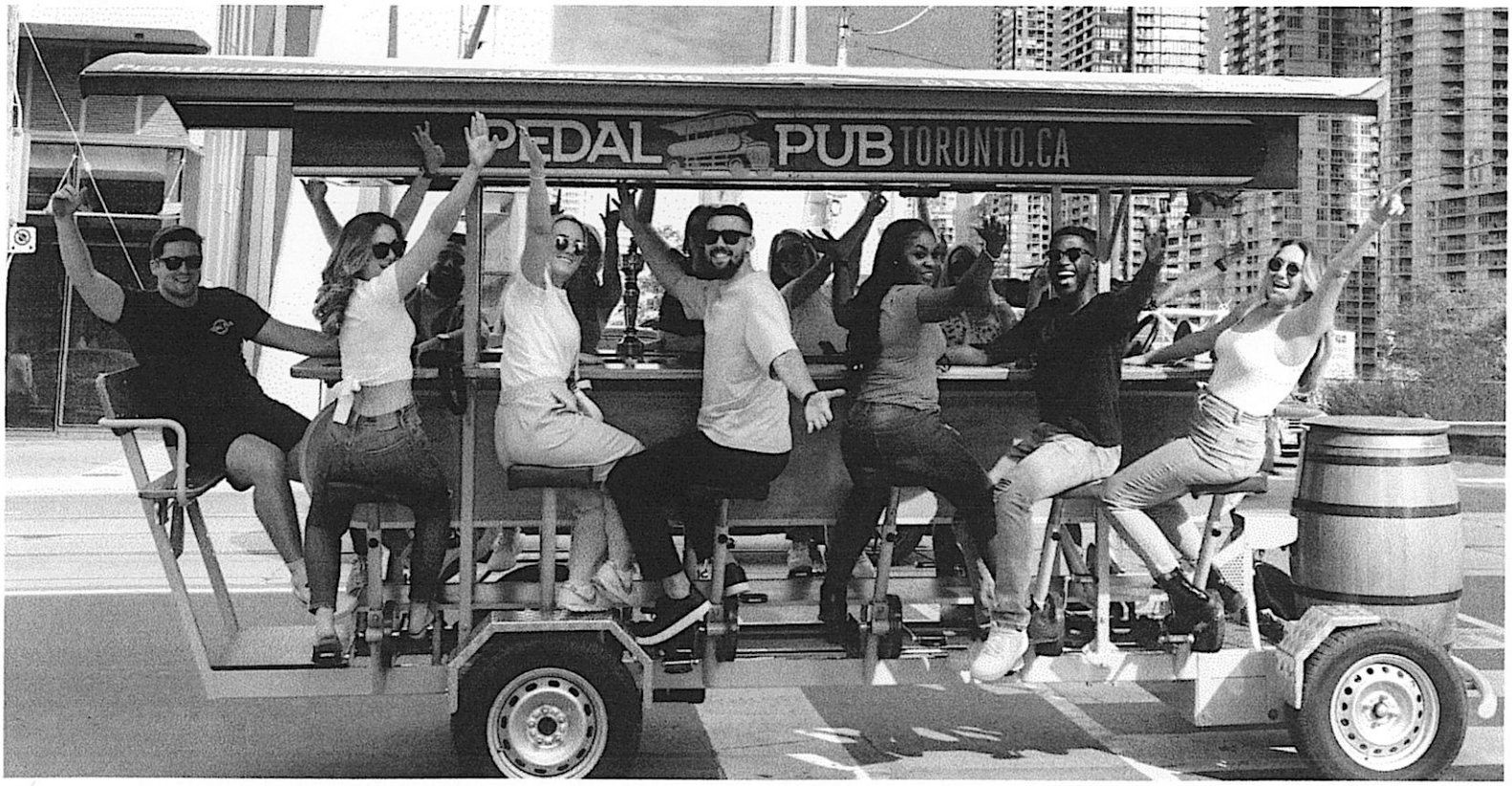
Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A: Route Overview and Maps
Exhibit B: Florida Statute Commercial Megacycles
Exhibit C: Proposed Code of Ordinance Language Commercial Megacycles.pdf
Exhibit D: Chief of Police Input
Business Impact Estimate - Ord 79-25 COO Creating Art IV Commercial Megacycles.pdf
Ord 79-25 COO Commercial Megacycles.pdf


PEDAL PUB


PEDAL PUB TORONTO.CA

Route Overview

Stop	Location	Purpose	Pedal Time
Start	107 N Riverside Dr	Base / Loading & Unloading	-
1	Flip Flop Shops	Customer Drop-off	10 min
2	Flagler Tavern	Customer Pick-up	5 min
3	Peanuts Sports Bar	Optional Stop	10 min
4	Outriggers Tiki Bar & Grille	Featured Stop	15 min
End	107 N Riverside Dr	Return to Base	8 min

Operator Notes

- Flip Flop Shops = drop-off only. Flagler Tavern = pick-up only.
- Route follows **Buenos Aires St** and connecting streets for correct loop visibility and f
- Optional dwell time at **Peanuts** and **Outriggers** based on group schedule.
- Total pedaling time: ~55 minutes (avg 6 mph)

Route Overview

Stop	Location	Purpose	Pedal Time
Start	107 N Riverside Dr	Base / Loading & Unloading	-
1	Flip Flop Shops	Customer Drop-off	8 min
2	Flagler Tavern	Customer Pick-up	4 min
3	Peanuts Sports Bar	Optional Stop	8 min
4	Outriggers Tiki Bar & Grille	Featured Stop	11 min
End	107 N Riverside Dr	Return to Base	6 min

Operator Notes

- Flip Flop Shops = drop-off only; Flagler Tavern = pick-up only.
- Route follows **Buenos Aires St** and connecting streets for correct loop visibility and flow.
- Optional dwell time at **Peanuts** and **Outriggers** based on group schedule.
- Total pedaling time: ~40 minutes.
- Full tour duration: ~1.5–2 hours depending on stops.


COCONUT
BEACH RI
OLDEN ARMS
VALK
Flagler Ave
Norwood's Restau
& Treehouse
DIAMOND
HEAD POINT
CONDO
BUENA VISTA
SHORES
Indian River North
Causeway N
NORTH
CAUSEWAY
BO
River Deck Tiki
Bar & Restaurant
New Smyrna
Beach

■ Rolling Cheers NSB – CorkScrew Loop Run Sheet

Leg	Directions	Est. Time
Start	Depart 107 N Riverside Dr	0:00
1	South on Riverside Dr	
2	West on Douglas St	
3	North on Magnolia St	
4	West on Canal St	
5	South on S Orange St	
6	East on Downing St	
7	North on Live Oak St	
Stop	Arrive CorkScrew Bar & Grille – Unload/Reload	0:20
Pause	Unload/Reload at CorkScrew (~55 min)	0:20–1:15
8	East on Canal St	1:15
9	North on Riverside Dr	
10	East on Washington St	
11	South on Sams Ave	
12	East on Julia St	
End	Return to 107 N Riverside Dr	1:35

Operator Notes

- **Start/End**: 107 N Riverside Dr.
- **Main Stop**: CorkScrew Bar & Grille – ~55 minutes unload/reload.
- Total pedaling: ~40 minutes (~20 min each leg).
- **Full tour duration: ~1 hour 35 minutes**.


River Deck Tiki
Bar & Restaurant
Riverside Park
N Riverside Dr
S Riverside Dr
Washington St
Sams Ave
Cafe del Soul
Top rated
Magnolia St
Faulkner St
Corkscrew Bar and Grille
Rush St
Victoria Meeting Center
Gift shop
MyEyeDr.
Eye care center
200 ft
100 m
Google Maps

316.2069 Commercial megacycles.—The governing body of a municipality, or the governing board of a county with respect to an unincorporated portion of the county, may authorize the operation of a commercial megacycle on roads or streets within the respective jurisdictions if the requirements of subsections (1)-(3) are met:

(1) Prior to authorizing such operation, the responsible local governmental entity must first determine that commercial megacycles may safely travel on or cross the public road or street, considering factors including, but not limited to, the speed, volume, and character of motor vehicle traffic using the road or street. Upon such determination, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) The authorization by the governing body must clearly identify the roads or streets under the governing body's jurisdiction on or across which operation of commercial megacycles is permitted.

(3) The governing body's authorization, at a minimum, must require that a commercial megacycle be:

(a) Operated at all times by its owner or lessee or an employee of the owner or lessee.

(b) Operated by a driver at least 18 years of age who possess a Class E driver license.

(c) Occupied by a safety monitor at least 18 years of age, who shall supervise the passengers while the commercial megacycle is in motion.

(d) Insured with minimum commercial general liability insurance of not less than $1,000,000, prior to and at all times of operation, satisfactory proof of which shall be provided to the appropriate governing body.

(4) The Department of Transportation may prohibit the operation of commercial megacycles on or across any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety.

(5) Section 316.1936 does not apply to the passengers being transported in a commercial megacycle while operating in accordance with this section.

(6) This section does not prohibit use of an auxiliary motor to move the commercial megacycle from the roadway under emergency circumstances or while no passenger is on board.

History.—s. 7, ch. 2016-239.

ARTICLE IV. COMMERCIAL MEGACYCLES

Sec. 86-90. Definitions.

Commercial megacycle means a vehicle defined as a "commercial megacycle" in F.S. § 316.003(12) or any successor Florida statute.

Commercial megacycle driver means an individual who drives or controls steering or braking of a commercial megacycle operating on a city street.

Fiscal year means the period beginning on October 1 and ending on September 30 of the following calendar year.

Sec. 86-91. Operation of commercial megacycles restricted; permit required.

(a) The operation of a commercial megacycle is restricted to guided tours and sight-seeing within the following areas:

(1) Beachside—North Riverside Drive (between Canal Street and the North Causeway), North Causeway (to the east), Flagler Avenue, Buenos Aires, South Atlantic Avenue between Flagler Avenue and 5th Avenue, and

(2) Mainland—Washington Street, between Rush Street and North Riverside Drive, Sams Avenue, Faulkner Street south of Washington Street, Julia Street east of North Dixie Freeway, Canal Street east of Dixie Freeway, Downing Street east of South Dixie Freeway, Douglas Street east of South Dixie Freeway, Magnolia Street north of Lytle Avenue, Live Oak Street between Canal Street and Douglas Street, Palmetto Street between Canal Street and Douglas Street, North Orange Street and South Orange Street between Washington Street and Douglas Street, and

(b) No person may operate a business involving the use of commercial megacycles on the streets of the city without having first obtained a permit in accordance with this article.

(c) Residential zoned neighborhoods are excluded from regular tour routes.

(d) A permit issued under this article will be effective only for the fiscal year in which issued, unless suspended or revoked sooner pursuant to this article.

(e) Commercial megacycles may only operate daily between 10:00Am and 11:30 PM.

Sec. 86-92. Permit application; application fee.

(a) Application for a permit to operate a commercial megacycle or megacycles must be made on forms provided by the city and include such information as the city may require, including the following:

(1) The name of the applicant.

(2) The proposed fixed place of business as required by this article.

(3) The make, model, serial number, color, and passenger capacity of each megacycle to be used in the business.

(4) If the applicant is an individual, his or her residence address.

(5) If the applicant is a partnership, the names and residence addresses of each co-partner, and the name of the partnership.

(6) If the applicant is a corporation or limited liability company, the names and addresses of all current officers or members.

(7) The business trade name under which the megacycles will be operated.

(8) The names and addresses of all commercial megacycle drivers who will be driving the applicant's megacycles.

(9) The proposed schedule of dates and hours of operation of megacycles.

(10) The proposed megacycle route or routes, including all locations proposed for passenger loading and unloading and all temporary stopping locations.

(11) A description of the applicant's proposed commercial megacycle driver dress code, including a depiction of the trade name identification or logo to be included on the driver's uniform. The dress code must meet the minimum dress requirements set forth below.

(12) The name and address of the person designated by the applicant to receive notices for the applicant, if the applicant is a corporation or partnership.

(13) Proof of insurance meeting the requirements of this article.

(b) The applicant must submit an application fee of $200.00 for the administrative costs of processing the application. The application fee is nonrefundable.

Sec. 86-93. Review and approval.

(a) The city will review the completed application to ensure compliance with this Code and the Land Development Regulations, including as to place of business.

(b) No permit will be issued unless the city is able to verify compliance with all applicable regulations, and the applicant has paid the fees required by this article and the appropriate business tax for each megacycle to be placed in service.

(c) A permit issued under this article will state the approved trade name, the name and address of the person designated to receive notices, the make and model of each megacycle authorized to be used by the permittee, the route or routes approved, and the approved dates and hours of operation. The permit will include any additional conditions the city may impose to ensure compliance with the requirements of this article.

(d) Concurrent with the issuance of a permit, the city will issue one decal for each megacycle authorized by the permit. The decals must be placed on the megacycles provided below.

Sec. 86-94. Permit fees.

The annual permit fee is $250.00 for each megacycle authorized.

Sec. 86-95. Trade name required.

No person may conduct a commercial megacycle business within the city unless the person has adopted and uses an approved, uniform trade name for the business, which must be prominently displayed on megacycles operated by or in connection with the business. No trade name will be approved if the name contains language, references, or symbols not suitable for minors, vulgar language, or has the potential to confuse the identity of the permittee with any other business or organization, including governmental organizations.

Sec. 86-96. Fixed place of business required.

No person may operate a business involving the use of megacycles on the streets within the city unless the person establishes and maintains a fixed headquarters on private property for the operation of the company's business. If located within the city limits, the headquarters must conform to the ordinances of the city and provide adequate conforming off-street parking space for all megacycles stored at the site. No person will move the headquarters except through the approved transfer of the permit to another location.

Sec. 86-97. General operating conditions.

Every commercial megacycle will be operated in accordance with the following requirements:

(1) Operation will be for the primary purpose of providing guided touring and sight-seeing of the city to megacycle passengers. A megacycle will not be operated to provide taxi service.

(2) A commercial megacycle will operate solely on those city streets included as part of the route approved in the permit issued. A permit may include provisions restricting locations for storage of megacycles, or requiring the use of transport vehicles to and from the assigned routes, when not in use. In addition, the city may temporarily prohibit a commercial megacycle from operating on all or a portion of its assigned route when necessary for public health, safety, or welfare, such as street closings and major event periods.

(3) Except for emergencies, passenger loading and unloading will be confined to those locations designated in the permit.

(4) Except for emergencies, the temporary stoppage of the megacycle along the route will only be permitted for the purposes outlined in the permit.

(5) The megacycle will move to the edge of street pavement before loading or unloading passengers. No commercial megacycle will pause or stop for the sole purpose of narrating a tour.

(6) All passengers must remain seated while megacycle is in motion.

Sec. 86-98. Beverage Conditions.

(1) Passengers may bring their own beverages in accordance with Florida Statute §316.1936 (Open Container Law) and applicable local laws.

(2) Glass containers are prohibited.

(3) Operators are responsible for ensuring passenger safety and responsible conduct.

(4) Operator must provide a trash receptacle for riders.

Sec. 86-99. Vehicle requirements.

Each commercial megacycle must meet the following requirements:

(1) The megacycle must be designed and used as a single unit. Any megacycle that consists of two separate units attached or connected by devices such as a hitch, ball and socket, noose, or chain, is prohibited.

(2) The megacycle must be equipped with a pair of operated headlights capable of projecting a beam of white light for a distance of 500 feet, and a pair of operated taillights each exhibiting a red light visible from a distance of 600 feet to the rear.

(3) The megacycle must be designed and used so that steering and brakes are under the control of the megacycle driver and is not controlled in any manner by the passengers.

(4) The megacycle must be used as originally manufactured. Any megacycle that uses braking, seating, pedals, or steering other than those that are a part of the original manufacture, or that appear to be unsafe, will be prohibited.

(5) The megacycle must be painted in the color scheme approved in the permit and must prominently display the permittee's trade name and telephone number in two-inch lettering or larger.

(6) The megacycle must be kept clean and sanitary throughout and maintained in sound operating condition. All safety devices and all other equipment must be kept in such condition as to ensure safe operation.

(7) No megacycle will contain advertising inconsistent with this article. Each permittee must submit to the city any proposed advertisement prior to installation of the advertisement on the megacycle. The city will approve proposed advertisements only so long as they are in complete conformity with this article. Advertisements will be permitted only on the back or side panels of the megacycle. No advertisement will be permitted which contains any profanity or sexual content.

Sec. 86-100 Requirements for drivers and other personnel.

(a) A commercial megacycle shall be (i) operated at all times by its owner or lessee or an employee of the owner or lessee, (ii) operated by a driver at least 21 years of age who possesses a Class E driver license, who shall supervise the passengers while the commercial megacycle is in motion.

(b) All commercial megacycle drivers and any other employees or agents of the permittee, while operating or assisting in the operation of a megacycle within the city, must meet the following additional requirements:

(1) Be clothed consistent with the permittee's approved dress code. Clothing bearing the name, logo, or other form of identification of any company other than the company whose color scheme is on the vehicle being operated, will not be deemed to be consistent with the approved dress code.

(2) Carry and prominently display on his or her person a photo ID including the company trade name, phone number, address, city permit number, and such other information as the city may require.

(3) While the megacycle is in operation within the city limits, the following are prohibited, and the driver and any other employees or agents of the permittee aboard shall be responsible for monitoring and enforcing these prohibitions:

a. The number of passengers aboard the megacycle must not exceed the number for which it was designed.

b. No passenger may stand in the vehicle while the vehicle is in motion.

c. Passengers are not permitted to sit anywhere in or on the vehicle, other than in the manufacturer's designed passenger seating.

d. Sitting, sleeping, loitering, or allowing others to sit, sleep, or loiter within the passenger compartment of the vehicle while on the public right-of-way is prohibited.

e. Use of indecent or profane language, or engaging in loud or boisterous talking, shouting, or disorderly conduct, or otherwise acting in a manner as to vex or annoy reasonable persons including passengers is prohibited. Music and onboard entertainment must comply with the City of New Smyrna beach Noise Ordinance (Chapter 46, or as amended) and remain at levels that do not cause disturbance to nearby residents, businesses, or public spaces.

f. Illegal use of controlled substances, consumption of alcoholic beverages or possession of controlled substances by drivers or other employees either immediately before or while on duty is prohibited.

(4) Operators will ensure compliance with all applicable Florida Statures and city ordinances.

(c) Each commercial megacycle driver:

(1) Shall not have had more than three moving violations in the last three years and no more than two moving violations in the last year.

(2) Shall not have been convicted of careless or reckless driving or any violation of Florida Statutes regulating the driving of vehicles while impaired within the past three years.

(d) A commercial megacycle driver is prohibited from:

(1) Operating the megacycle on public rights-of-way within the city other than those specifically permitted herein.

(2) Standing or stopping the vehicle other than in an area designated in the permit as an authorized staging area, except in case of emergencies.

(3) Operating the megacycle so as to impede the flow of pedestrians, except in case of emergencies.

(4) Operating the megacycle in a manner that results in damage to public property.

(5) Creating, or materially contributing to, a parking problem or traffic congestion as a result of operation of the megacycle.

(6) Operating the megacycle in violation of any applicable state traffic laws. Drivers will comply with all applicable state traffic laws, including but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as the same may be amended from time to time.

(7) Obstructing other vehicular traffic by unnecessarily weaving or changing lanes of travel.

(8) Operating, maneuvering, inclining, spinning, tilting, tipping, sloping, or positioning a megacycle in any manner that would unnecessarily place a passenger in any position other than seated upright.

(9) Operating the megacycle when the megacycle does not fully comply with all requirements of this article.

Sec. 86-101 Liability insurance coverage required.

(a) No permit will be issued unless the applicant obtains liability insurance covering all megacycles used in the business operation. The insurance must be in a form approved by the city's risk manager and must be provided by an insurance company authorized to do business in the State of Florida.

(1) The required policy will be in the penal sum of not less than $1,000,000.00 combined single limit per occurrence for bodily injury (including death) and property damage. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.00. In addition, the permittee shall maintain alcohol liability insurance in the amount of $1,000,000.00 per occurrence if alcoholic beverages are allowed on the megacycle.

(2) The permittee must obtain and maintain a separate policy of indemnity insurance for each separate megacycle used for permitted services, except where the permittee actually owns or holds legal title to more than such vehicle, in which event the permittee may obtain and maintain a single policy of indemnity insurance covering all megacycles actually owned. This latter provision, however, will not apply to any group of persons separately owning megacycles who may be jointly operating or doing business under a permitted company name.

(3) Each insurance policy must contain a provision obligating the insurance company to notify the city risk manager in writing at least 30 days prior to any amendment, modification, or cancellation of the policy.

(4) The liability insurance policy must list the City of New Smyrna Beach as an additional insured.

(b) The permittee must at all times maintain the liability coverage required in this section.

Sec. 86-102. Amendment to permit.

(a) If the permittee desires to change the name or address provided for receipt of notices in the permit, add additional megacycles to the megacycles listed in the permit, revise the approved routes or approved dress code, or make other material changes to the terms and conditions of the permit, the permittee must apply for an amendment to the permit using such forms and providing such information as the city may require.

(b) At the time of submitting an application for amendment the permittee must pay a non-refundable application fee of $100.00. If the permittee is seeking to add megacycles to the number previously permitted, the permittee must also pay any increase in the business tax that may be required by chapter 74 of this Code.

(c) In determining whether to approve an application to amend a permit the city will generally use the procedures referenced above for applications for new permits.

Sec. 86-103. Business tax receipts.

No permit will be issued or continued in operation unless the applicant or permittee, as applicable, has paid the annual business tax required by this Code each year for each megacycle authorized by the permit. All business tax receipts must be renewed before October 1 of the fiscal year as required by this Code for each megacycle covered by the permit.

Sec. 86-104. Transferability.

(a) A permit may not be sold, assigned, mortgaged, or otherwise transferred, nor may corporate ownership or management be changed, without the approval of the city.

(b) The transferee of a permit must file an application in the same manner as an original application. A copy of the agreement to transfer the permit must be attached to the application.

(c) Upon approval by the city, the permit will be marked "Transfer Permit."

(d) Whenever a permit is issued jointly in the name of two persons and one person dies, the city is authorized to transfer the permit to the survivor alone.

Sec. 86-105. Surrendering and canceling.

A permittee may voluntarily surrender the permit to the city. No permit fees will be refunded.

Sec. 86-106. Permit suspension and revocation.

(a) The city may suspend or revoke a permit if any of the following occur:

(1) The permittee, or the permittee's principals, officers, employees, or agents, made willful false or misleading statement in an application for permit.

(2) The permittee, or any of his or her drivers or other personnel, have violated any provision of this article.

(3) The permittee has failed to obtain a current business tax receipt for each megacycle.

(4) The permittee has failed to pay any judgment which has been rendered in any court of competent jurisdiction against the permittee or his or her agents because of injuries to persons or property in connection with the operation of a megacycle.

(5) The permittee has failed to take proper precaution to prevent his or her drivers or other employees or agents from violating the terms of this article or any applicable traffic laws or criminal laws.

(6) The permittee, or any of the permittee's principals, officers, drivers, employees, or agents, have violated any ordinances of the city, laws of the State of Florida, or laws of the United States, which reflect adversely on the fitness of the permittee to offer public tours.

(7) Upon bankruptcy of the permittee.

(8) Upon the death of a permittee, or if the permittee is a corporation, limited liability company, or similar organization, upon the dissolution of the organization.

(b) The city will provide written notice to the permittee of an order suspending or revoking a permit. Notice will be valid if sent by U.S. Mail or if hand delivered to the person and address provided for receipt of notices in the permit.

Sec. 86-107. Appeal procedure.

If the city denies an application for a permit required by this article, or issues an order of suspension or revocation, the applicant or permittee may file a written appeal within ten calendar days of notification. Appeals must be filed with the Development Services Department administrator who will coordinate an appeal hearing. The appeal will be heard by the city manager whose decision will be final administrative action.

Sec. 86-108. Civil penalty for violations.

Enforcement or complaints will be proceeded by the New Smyrna Beach Police Department and or the City of New Smyrna Beach Code Compliance Department in accordance with existing and amended laws and procedures. Any person violating any provision of this section shall be punished by a civil fine not exceeding $500.00. A separate fine shall be issued for each violation.

Doster, Stephanie

From: Corbin, Shane
Sent: Tuesday, October 14, 2025 2:46 PM
To: Planning
Subject: FW: Rolling Cheers

Follow Up Flag: Follow up
Flag Status: Flagged

From: Kirk, Christopher <ckirk@cityofnsb.com>
Sent: Tuesday, October 14, 2025 12:48 PM
To: Neibert, Ronald <RNeibert@cityofnsb.com>
Cc: Cowper, Kevin <kcowper@cityofnsb.com>; Corbin, Shane <SCorbin@cityofnsb.com>
Subject: RE: Rolling Cheers

All,

With our current ordinance prohibiting open containers in public, and state statute prohibiting open containers in vehicles, there is consistent enforcement framework that avoids confusion amongst officers and the public. Granting a standing exemption for one commercial enterprise would undermine that consistency and opens the door to hypocrisy – private citizens on foot, bicycles, golf carts, or vehicles would still be cited for the same conduct being permitted to paying customers on a pedal pub. Events like Wine Walk and Bike and Bar are monitored by law enforcement to prohibit the consumption of alcoholic beverages while walking or riding bicycles through the city. Allowing this behavior with one group, while prohibiting it with others, creates a divide between officers and the public and potentially complicates prosecution of other open container violations.

Beyond the matter of the open containers, I have other practical concerns from a law enforcement perspective. Pedal pubs are slow moving vehicles which create congestion and pose safety hazards when motorists attempt to pass them on narrow streets. Additionally, as we continue to navigate citizen complaints of loud music from vehicles and businesses throughout the city, this would unnecessarily complicate enforcement of those matters as well.

Carving out exception(s) for one business to allow behavior which is currently prohibited would create enforcement challenges in addition to the potential of increased traffic congestion, safety concerns, and noise complaints.

Chris Kirk
Chief of Police
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office: (386) 424-2234
Email: ckirk@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 79-25 Creating Article IV, Commercial Megacycles, of the Code of Ordinances based on Florida Statute 316.2069.

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 create Article VI, Commercial Megacycles based on Florida Statute 316.2069.

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. 79-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 86, VEHICLES FOR HIRE, TO ADD ARTICLE IV, COMMERCIAL MEGACYCLES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Christopher Aaron Smith, 4035 Saxon Drive, New Smyrna Beach, Florida, 32169 has requested administrative text amendments to the Code of Ordinances to Chapter 86, Vehicles for Hire, to add Article IV, Commercial Megacycles; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend Chapter 86, 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 Code of Ordinances, Chapter 86, Vehicles for Hire, adding Article IV, Commercial Megacycles, 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 [...].)**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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 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 3: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held December 9, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/4/2025

EXHIBIT "A"

ARTICLE IV. COMMERCIAL MEGACYCLES

Sec. 86-90. Definitions.

Commercial megacycle means a vehicle defined as a "commercial megacycle" in F.S. § 316.003(12) or any successor Florida statute.

Commercial megacycle driver means an individual who drives or controls steering or braking of a commercial megacycle operating on a city street.

Fiscal year means the period beginning on October 1 and ending on September 30 of the following calendar year.

Sec. 86-91. Operation of commercial megacycles restricted; permit required.

(a) The operation of a commercial megacycle is restricted to guided tours and sight-seeing within the following areas:

(1) Beachside—North Riverside Drive (between Canal Street and the North Causeway), North Causeway (to the east), Flagler Avenue, Buenos Aires, South Atlantic Avenue between Flagler Avenue and 5th Avenue, and

(2) Mainland—Washington Street, between Rush Street and North Riverside Drive, Sams Avenue, Faulkner Street south of Washington Street, Julia Street east of North Dixie Freeway, Canal Street east of Dixie Freeway, Downing Street east of South Dixie Freeway, Douglas Street east of South Dixie Freeway, Magnolia Street north of Lytle Avenue, Live Oak Street between Canal Street and Douglas Street, Palmetto Street between Canal Street and Douglas Street, North Orange Street and South Orange Street between Washington Street and Douglas Street, and

(b) No person may operate a business involving the use of commercial megacycles on the streets of the city without having first obtained a permit in accordance with this article.

(c) Residential zoned neighborhoods are excluded from regular tour routes.

(d) A permit issued under this article will be effective only for the fiscal year in which issued, unless suspended or revoked sooner pursuant to this article.

(e) Commercial megacycles may only operate daily between 10:00Am and 11:30 PM.

Sec. 86-92. Permit application; application fee.

(a) Application for a permit to operate a commercial megacycle or megacycles must be made on forms provided by the city and include such information as the city may require, including the following:

(1) The name of the applicant.

(2) The proposed fixed place of business as required by this article.

(3) The make, model, serial number, color, and passenger capacity of each megacycle to be used in the business.

(4) If the applicant is an individual, his or her residence address.

(5) If the applicant is a partnership, the names and residence addresses of each co-partner, and the name of the partnership.

(6) If the applicant is a corporation or limited liability company, the names and addresses of all current officers or members.

(7) The business trade name under which the megacycles will be operated.

(8) The names and addresses of all commercial megacycle drivers who will be driving the applicant's megacycles.

(9) The proposed schedule of dates and hours of operation of megacycles.

(10) The proposed megacycle route or routes, including all locations proposed for passenger loading and unloading and all temporary stopping locations.

(11) A description of the applicant's proposed commercial megacycle driver dress code, including a depiction of the trade name identification or logo to be included on the driver's uniform. The dress code must meet the minimum dress requirements set forth below.

(12) The name and address of the person designated by the applicant to receive notices for the applicant, if the applicant is a corporation or partnership.

(13) Proof of insurance meeting the requirements of this article.

(b) The applicant must submit an application fee of $200.00 for the administrative costs of processing the application. The application fee is nonrefundable.

Sec. 86-93. Review and approval.

(a) The city will review the completed application to ensure compliance with this Code and the Land Development Regulations, including as to place of business.

(b) No permit will be issued unless the city is able to verify compliance with all applicable regulations, and the applicant has paid the fees required by this article and the appropriate business tax for each megacycle to be placed in service.

(c) A permit issued under this article will state the approved trade name, the name and address of the person designated to receive notices, the make and model of each megacycle authorized to be used by the permittee, the route or routes approved, and the approved dates and hours of operation. The permit will include any additional conditions the city may impose to ensure compliance with the requirements of this article.

(d) Concurrent with the issuance of a permit, the city will issue one decal for each megacycle authorized by the permit. The decals must be placed on the megacycles provided below.

Sec. 86-94. Permit fees.

The annual permit fee is $250.00 for each megacycle authorized.

Sec. 86-95. Trade name required.

No person may conduct a commercial megacycle business within the city unless the person has adopted and uses an approved, uniform trade name for the business, which must be prominently displayed on megacycles operated by or in connection with the business. No trade name will be approved if the name contains language, references, or symbols not suitable for minors, vulgar language, or has the potential to confuse the identity of the permittee with any other business or organization, including governmental organizations.

Sec. 86-96. Fixed place of business required.

No person may operate a business involving the use of megacycles on the streets within the city unless the person establishes and maintains a fixed headquarters on private property for the operation of the company's business. If located within the city limits, the headquarters must conform to the ordinances of the city and provide adequate conforming off-street parking space for all megacycles stored at the site. No person will move the headquarters except through the approved transfer of the permit to another location.

Sec. 86-97. General operating conditions.

Every commercial megacycle will be operated in accordance with the following requirements:

(1) Operation will be for the primary purpose of providing guided touring and sight-seeing of the city to megacycle passengers. A megacycle will not be operated to provide taxi service.

(2) A commercial megacycle will operate solely on those city streets included as part of the route approved in the permit issued. A permit may include provisions restricting locations for storage of megacycles or requiring the use of transport vehicles to and from the assigned routes, when not in use. In addition, the city may temporarily prohibit a commercial megacycle from operating on all or a portion of its assigned route when necessary for public health, safety, or welfare, such as street closings and major event periods.

(3) Except for emergencies, passenger loading and unloading will be confined to those locations designated in the permit.

(4) Except for emergencies, the temporary stoppage of the megacycle along the route will only be permitted for the purposes outlined in the permit.

(5) The megacycle will move to the edge of street pavement before loading or unloading passengers. No commercial megacycle will pause or stop for the sole purpose of narrating a tour.

(6) All passengers must remain seated while megacycle is in motion.

Sec. 86-98. Beverage Conditions.

(1) Passengers may bring their own beverages in accordance with Florida Statute §316.1936 (Open Container Law) and applicable local laws.

(2) Glass containers are prohibited.

(3) Operators are responsible for ensuring passenger safety and responsible conduct.

(4) Operator must provide a trash receptacle for riders.

Sec. 86-99. Vehicle requirements.

Each commercial megacycle must meet the following requirements:

(1) The megacycle must be designed and used as a single unit. Any megacycle that consists of two separate units attached or connected by devices such as a hitch, ball and socket, noose, or chain, is prohibited.

(2) The megacycle must be equipped with a pair of operated headlights capable of projecting a beam of white light for a distance of 500 feet, and a pair of operated taillights each exhibiting a red light visible from a distance of 600 feet to the rear.

(3) The megacycle must be designed and used so that steering and brakes are under the control of the megacycle driver and is not controlled in any manner by the passengers.

(4) The megacycle must be used as originally manufactured. Any megacycle that uses braking, seating, pedals, or steering other than those that are a part of the original manufacture, or that appear to be unsafe, will be prohibited.

(5) The megacycle must be painted in the color scheme approved in the permit and must prominently display the permittee's trade name and telephone number in two-inch lettering or larger.

(6) The megacycle must be kept clean and sanitary throughout and maintained in sound operating condition. All safety devices and all other equipment must be kept in such condition as to ensure safe operation.

(7) No megacycle will contain advertising inconsistent with this article. Each permittee must submit to the city any proposed advertisement prior to installation of the advertisement on the megacycle. The city will approve proposed advertisements only so long as they are in complete conformity with this article. Advertisements will be permitted only on the back or side panels of the megacycle. No advertisement will be permitted which contains any profanity or sexual content.

Sec. 86-100. Requirements for drivers and other personnel.

(a) A commercial megacycle shall be (i) operated at all times by its owner or lessee or an employee of the owner or lessee, (ii) operated by a driver at least 21 years of age who possesses a Class E driver license, who shall supervise the passengers while the commercial megacycle is in motion.

(b) All commercial megacycle drivers and any other employees or agents of the permittee, while operating or assisting in the operation of a megacycle within the city, must meet the following additional requirements:

(1) Be clothed consistent with the permittee's approved dress code. Clothing bearing the name, logo, or other form of identification of any company other than the company

whose color scheme is on the vehicle being operated, will not be deemed to be consistent with the approved dress code.

(2) Carry and prominently display on his or her person a photo ID including the company trade name, phone number, address, city permit number, and such other information as the city may require.

(3) While the megacycle is in operation within the city limits, the following are prohibited, and the driver and any other employees or agents of the permittee aboard shall be responsible for monitoring and enforcing these prohibitions:

a. The number of passengers aboard the megacycle must not exceed the number for which it was designed.

b. No passenger may stand in the vehicle while the vehicle is in motion.

c. Passengers are not permitted to sit anywhere in or on the vehicle, other than in the manufacturer's designed passenger seating.

d. Sitting, sleeping, loitering, or allowing others to sit, sleep, or loiter within the passenger compartment of the vehicle while on the public right-of-way is prohibited.

e. Use of indecent or profane language, or engaging in loud or boisterous talking, shouting, or disorderly conduct, or otherwise acting in a manner as to vex or annoy reasonable persons including passengers is prohibited. Music and onboard entertainment must comply with the City of New Smyrna beach Noise Ordinance (Chapter 46, or as amended) and remain at levels that do not cause disturbance to nearby residents, businesses, or public spaces.

f. Illegal use of controlled substances, consumption of alcoholic beverages or possession of controlled substances by drivers or other employees either immediately before or while on duty is prohibited.

(4) Operators will ensure compliance with all applicable Florida Statures and city ordinances.

(c) Each commercial megacycle driver:

(1) Shall not have had more than three moving violations in the last three years and no more than two moving violations in the last year.

(2) Shall not have been convicted of careless or reckless driving or any violation of Florida Statutes regulating the driving of vehicles while impaired within the past three years.

(d) A commercial megacycle driver is prohibited from:

(1) Operating the megacycle on public rights-of-way within the city other than those specifically permitted herein.

(2) Standing or stopping the vehicle other than in an area designated in the permit as an authorized staging area, except in case of emergencies.

(3) Operating the megacycle so as to impede the flow of pedestrians, except in case of emergencies.

(4) Operating the megacycle in a manner that results in damage to public property.

(5) Creating, or materially contributing to, a parking problem or traffic congestion as a result of operation of the megacycle.

(6) Operating the megacycle in violation of any applicable state traffic laws. Drivers will comply with all applicable state traffic laws, including but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as the same may be amended from time to time.

(7) Obstructing other vehicular traffic by unnecessarily weaving or changing lanes of travel.

(8) Operating, maneuvering, inclining, spinning, tilting, tipping, sloping, or positioning a megacycle in any manner that would unnecessarily place a passenger in any position other than seated upright.

(9) Operating the megacycle when the megacycle does not fully comply with all requirements of this article.

Sec. 86-101. Liability insurance coverage required.

(a) No permit will be issued unless the applicant obtains liability insurance covering all megacycles used in the business operation. The insurance must be in a form approved by the city's risk manager and must be provided by an insurance company authorized to do business in the State of Florida.

(1) The required policy will be in the penal sum of not less than $1,000,000.00 combined single limit per occurrence for bodily injury (including death) and property damage. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.00. In addition, the permittee shall maintain alcohol liability insurance in the amount of $1,000,000.00 per occurrence if alcoholic beverages are allowed on the megacycle.

(2) The permittee must obtain and maintain a separate policy of indemnity insurance for each separate megacycle used for permitted services, except where the permittee actually owns or holds legal title to more than such vehicle, in which event the permittee may obtain and maintain a single policy of indemnity insurance covering all megacycles actually owned. This latter provision, however, will not apply to any group of persons separately owning megacycles who may be jointly operating or doing business under a permitted company name.

(3) Each insurance policy must contain a provision obligating the insurance company to notify the city risk manager in writing at least 30 days prior to any amendment, modification, or cancellation of the policy.

(4) The liability insurance policy must list the City of New Smyrna Beach as an additional insured.

(b) The permittee must at all times maintain the liability coverage required in this section.

Sec. 86-102. Amendment to permit.

(a) If the permittee desires to change the name or address provided for receipt of notices in the permit, add additional megacycles to the megacycles listed in the permit, revise the approved routes or approved dress code, or make other material changes to the terms and conditions of the permit, the permittee must apply for an amendment to the permit using such forms and providing such information as the city may require.

(b) At the time of submitting an application for amendment the permittee must pay a non-refundable application fee of $100.00. If the permittee is seeking to add megacycles to the number previously permitted, the permittee must also pay any increase in the business tax that may be required by chapter 74 of this Code.

(c) In determining whether to approve an application to amend a permit the city will generally use the procedures referenced above for applications for new permits.

Sec. 86-103. Business tax receipts.

No permit will be issued or continued in operation unless the applicant or permittee, as applicable, has paid the annual business tax required by this Code each year for each megacycle authorized by the permit. All business tax receipts must be renewed before October 1 of the fiscal year as required by this Code for each megacycle covered by the permit.

Sec. 86-104. Transferability.

(a) A permit may not be sold, assigned, mortgaged, or otherwise transferred, nor may corporate ownership or management be changed, without the approval of the city.

(b) The transferee of a permit must file an application in the same manner as an original application. A copy of the agreement to transfer the permit must be attached to the application.

(c) Upon approval by the city, the permit will be marked "Transfer Permit."

(d) Whenever a permit is issued jointly in the name of two persons and one person dies, the city is authorized to transfer the permit to the survivor alone.

Sec. 86-105. Surrendering and canceling.

A permittee may voluntarily surrender the permit to the city. No permit fees will be refunded.

Sec. 86-106. Permit suspension and revocation.

(a) The city may suspend or revoke a permit if any of the following occur:

(1) The permittee, or the permittee's principals, officers, employees, or agents, made willful false or misleading statement in an application for permit.

(2) The permittee, or any of his or her drivers or other personnel, have violated any provision of this article.

(3) The permittee has failed to obtain a current business tax receipt for each megacycle.

(4) The permittee has failed to pay any judgment which has been rendered in any court of competent jurisdiction against the permittee or his or her agents because of injuries to persons or property in connection with the operation of a megacycle.

(5) The permittee has failed to take proper precaution to prevent his or her drivers or other employees or agents from violating the terms of this article or any applicable traffic laws or criminal laws.

(6) The permittee, or any of the permittee's principals, officers, drivers, employees, or agents, have violated any ordinances of the city, laws of the State of Florida, or laws of the United States, which reflect adversely on the fitness of the permittee to offer public tours.

(7) Upon bankruptcy of the permittee.

(8) Upon the death of a permittee, or if the permittee is a corporation, limited liability company, or similar organization, upon the dissolution of the organization.

(b) The city will provide written notice to the permittee of an order suspending or revoking a permit. Notice will be valid if sent by U.S. Mail or if hand delivered to the person and address provided for receipt of notices in the permit.

Sec. 86-107. Appeal procedure.

If the city denies an application for a permit required by this article, or issues an order of suspension or revocation, the applicant or permittee may file a written appeal within ten calendar days of notification. Appeals must be filed with the Development Services Department administrator who will coordinate an appeal hearing. The appeal will be heard by the city manager whose decision will be final administrative action.

Sec. 86-108. Civil penalty for violations.

Enforcement or complaints will be proceeded by the New Smyrna Beach Police Department and or the City of New Smyrna Beach Code Compliance Department in accordance with existing and amended laws and procedures. Any person violating any provision of this section shall be punished by a civil fine not exceeding $500.00. A separate fine shall be issued for each violation.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 80-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 7.6 ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE.

November 11, 2025

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 7.6 ± acres.
- **Location:** West side of Sugar Mill Drive, North of State Road 44.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Sugar Mill Drive is currently used for agriculture. A location map is attached as **Exhibit A,** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this case, the applicant has paid application fees to request a City Future Land Use and a City Zoning that is not compatible with the current Volusia County Future Land Use and County Zoning. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is RPUD, Residential Planned Unit Development. The proposed City FLU category is Commercial. The proposed City zoning designation is PUD, Planned Unit Development.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted, 6-0, to give the City Commission a positive recommendation to approve the annexation application. A copy of the Draft Minutes for that Meeting Item 5.B is attached (as **Exhibit J**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

Based on the positive recommendation from the Planning and Zoning Board, the Planning Department recommends the City Commission **approve** the requested annexation application.

Fiscal Analysis:
N/A

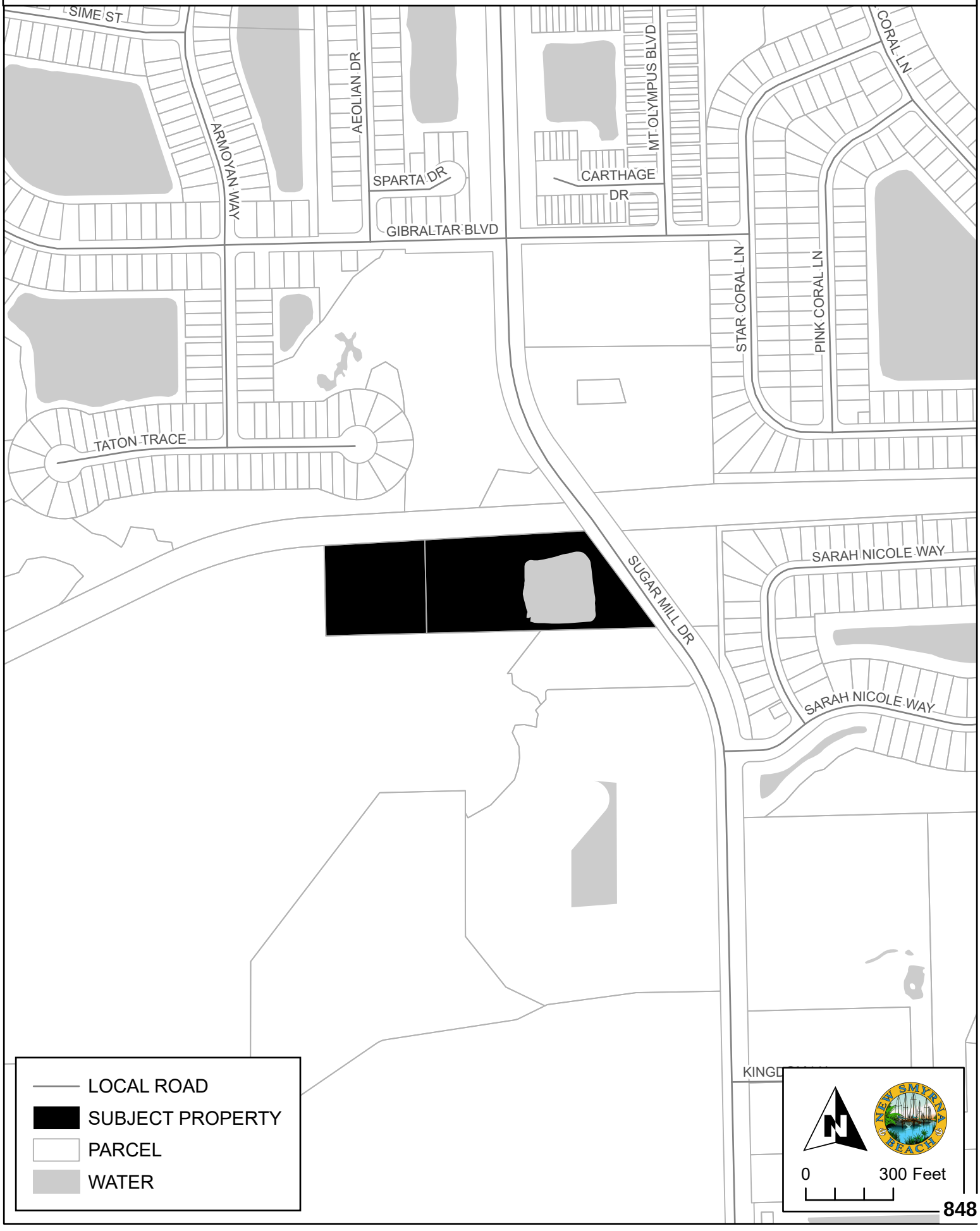
Strategic Plan Item:
No

Staff Report Created By: Jeff Gove - Chief Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Minutes (draft) P & Z Board re Item 5.B. Annexation.pdf
Business Impact Estimate - Ord 80-25 390 Sugar Mill Dr.pdf
Ord 80-25 Annex 390 Sugar Mill Dr.pdf

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

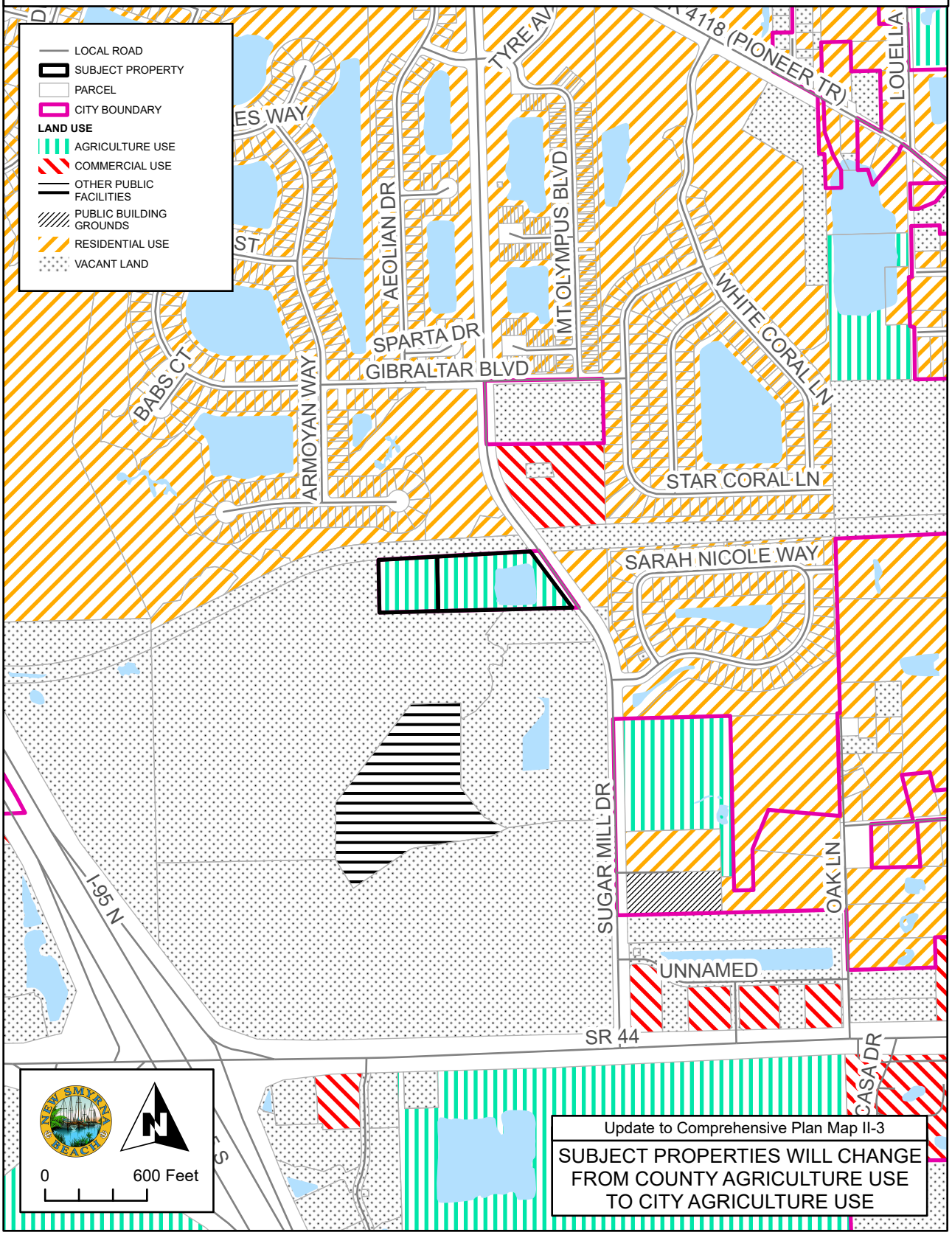


A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



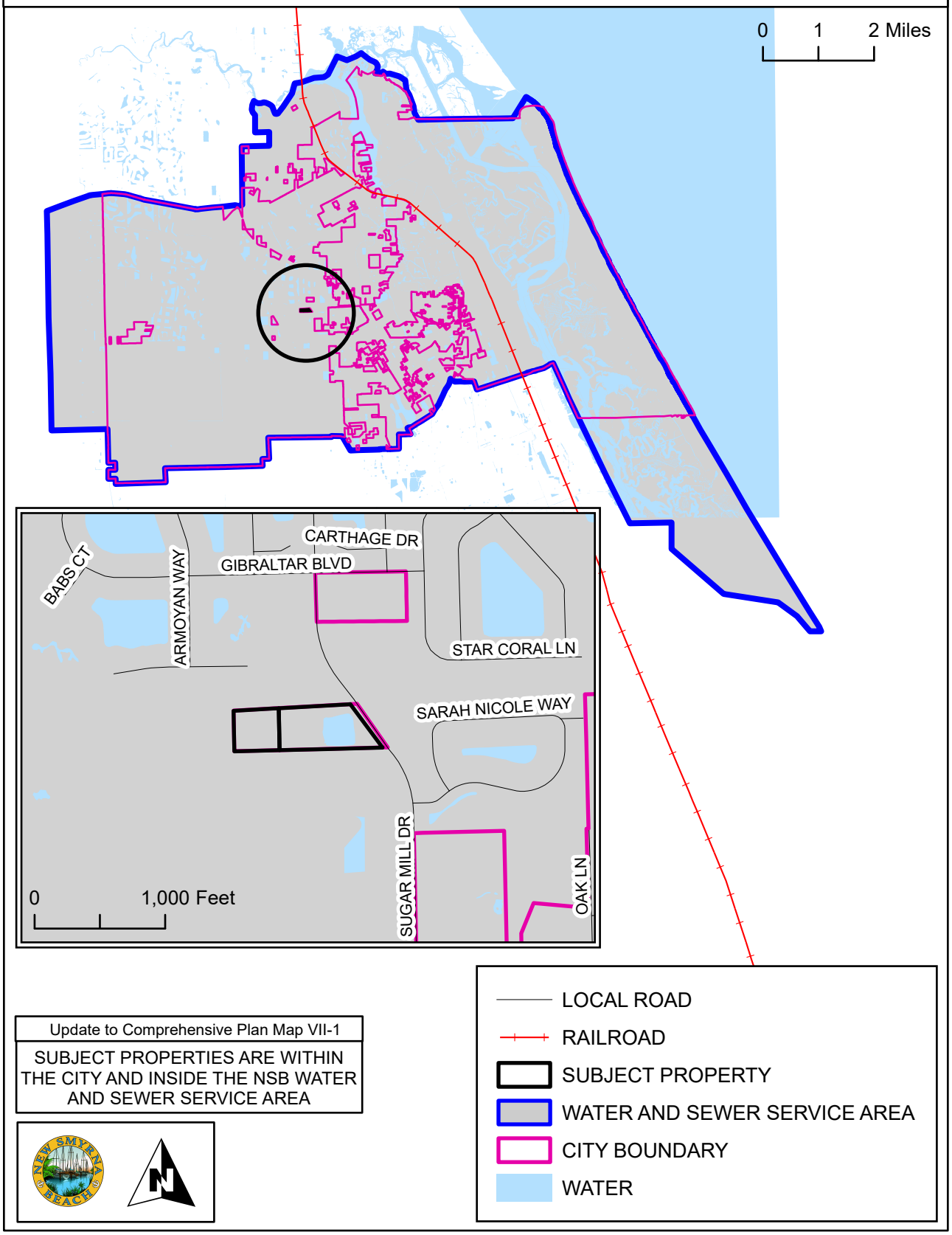
EXISTING LAND USE DESIGNATIONS

A-6-25



WATER AND SEWER SERVICE AREA

A-6-25

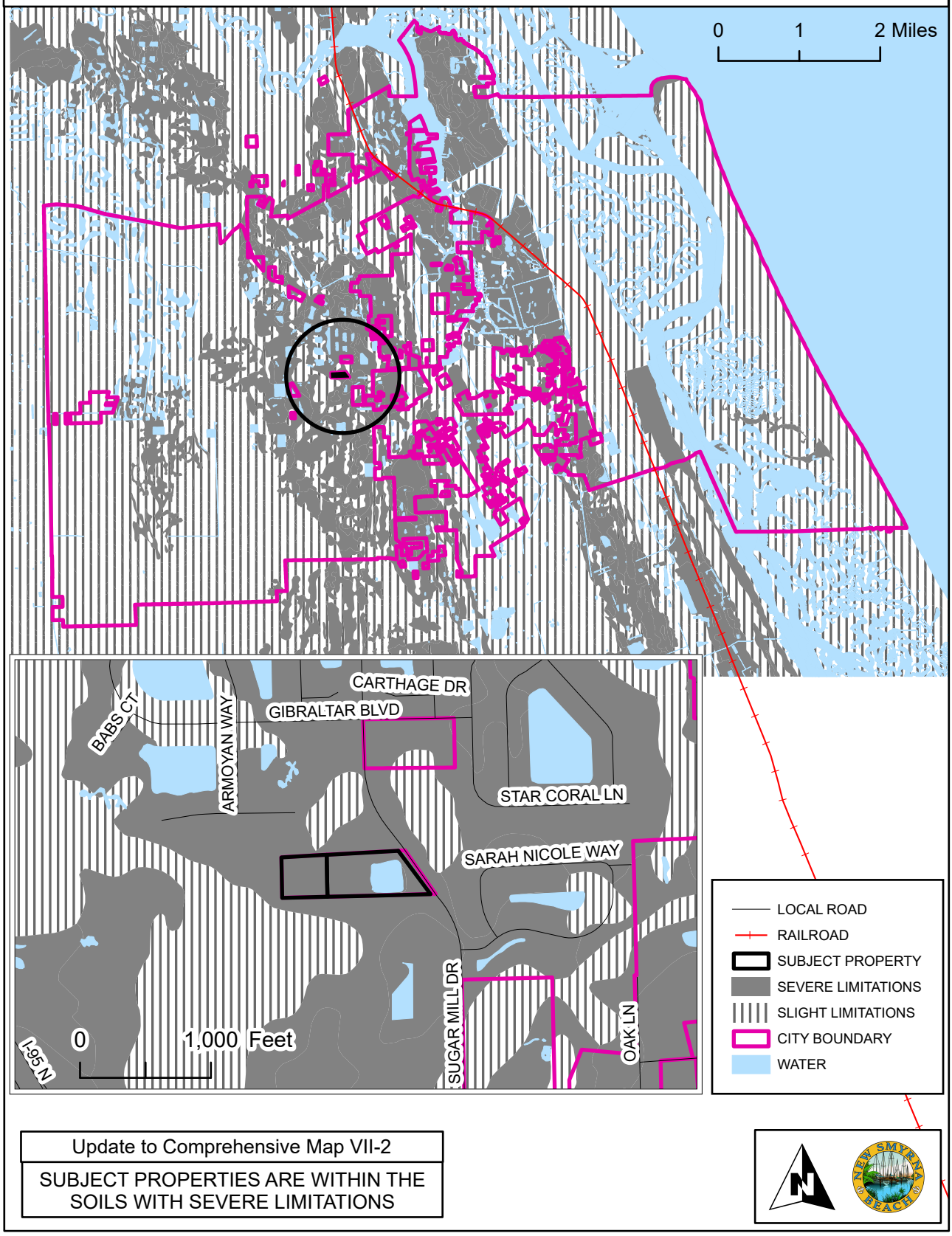


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-25

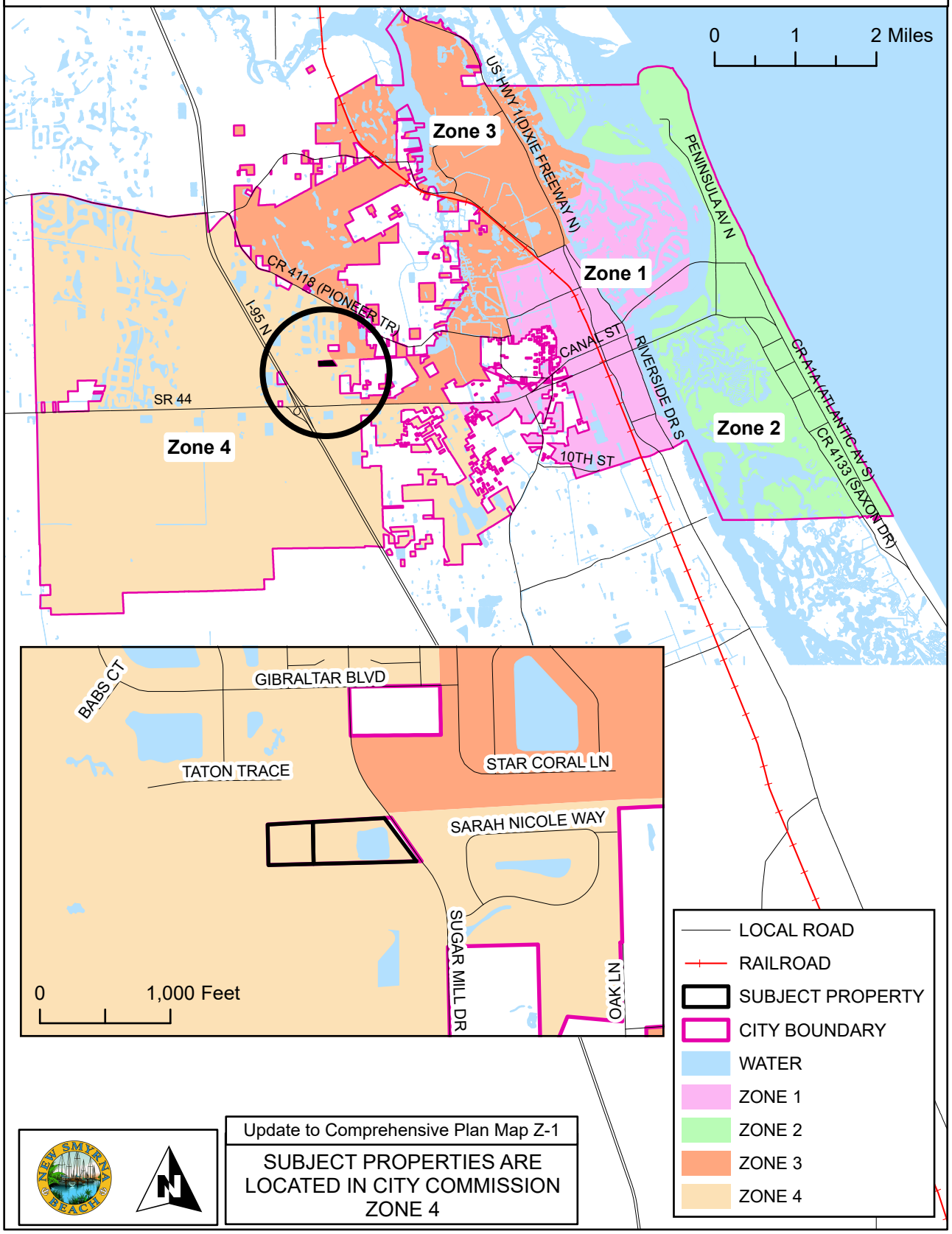


Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

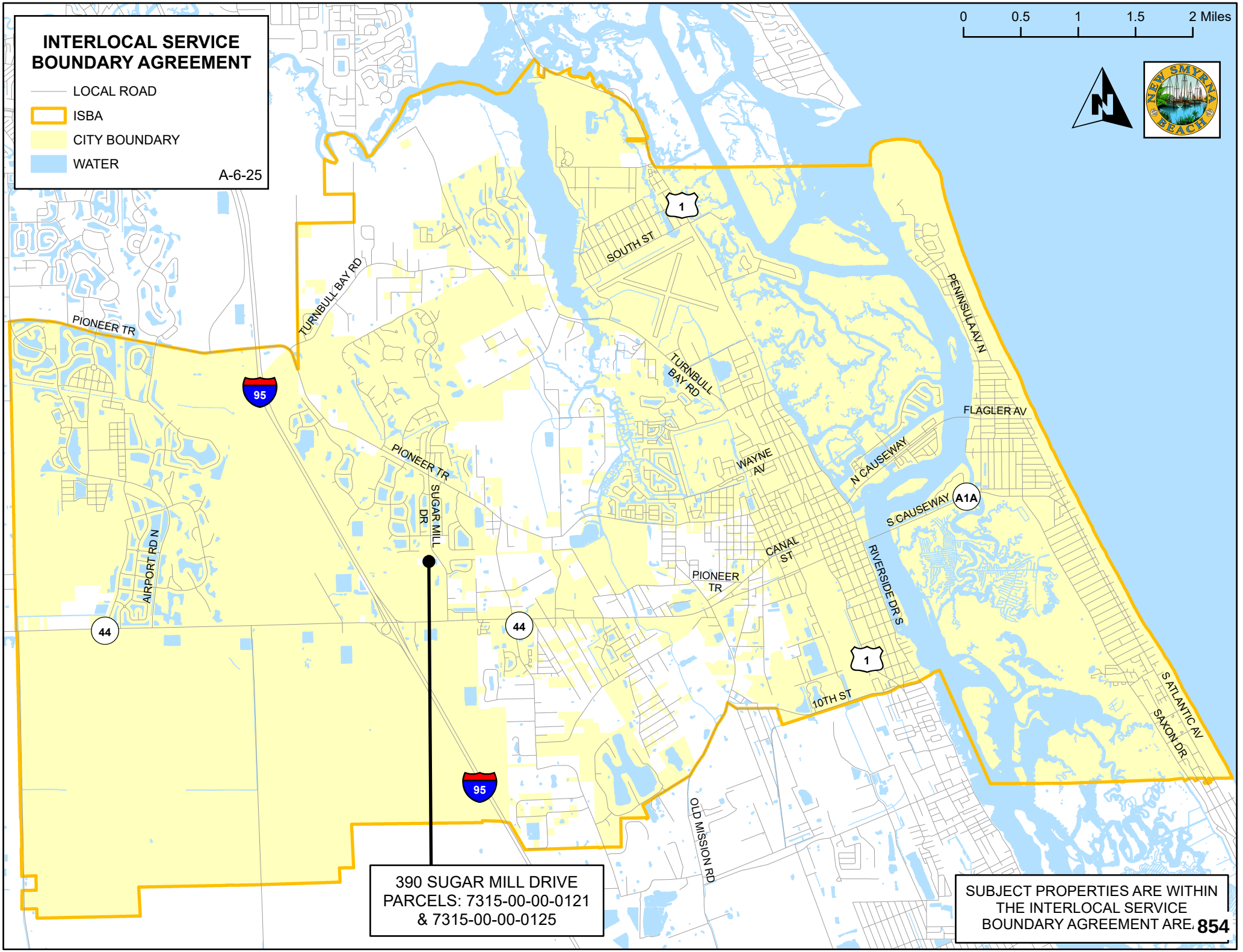
COMMISSION ZONES

A-6-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0 0.5 1 1.5 2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE 854

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

09/14/2011 10:19 AM
Instrument# 2011-155248 # 1
Book: 6631
Page: 3484

RETURN TO: 10-11-000321 ND
FIDELITY NATIONAL TITLE
400 W. Morse Blvd., Ste. 103
Winter Park, FL 32789

This Document Prepared By:
Christopher D. Mader
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001

Parcel ID #: 7315-00-00-0121 and 7315-00-00-0125

Return To:
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001
SL # 2250022

Loan #: 0256535725

"CORRECTIVE" SPECIAL WARRANTY DEED

"This deed is being presented for recording to correct the legal description for the deed recorded 06/07/2011 found in BK 6599 Page 2553 in Volusia County, FL.

This SPECIAL WARRANTY DEED, dated 08/16/2011 by Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp., whose post office address is 8480 Stagecoach Circle Frederick MD, 21701, hereinafter called the GRANTOR, to **AJ Two LLC**, a Florida Limited Liability Company, whose post office address is *Port Orange, FL 32128 hereinafter called the GRANTEE:
*3199 Royal Birkdale Way
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of Seventy-Six Thousand Nine Hundred and 50/100 Dollars ($76,950.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Volusia** County, **FLORIDA**, viz:

Parent Tract
THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01'06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87'02'59E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36'22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE

AFORESAID SECTION 15, THENCE S88'33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.556 ACRES MORE OR LESS.

Tax/Parcel ID: 7315-00-00-0121 and 7315-00-00-0125 commonly as 390 SUGAR MILL DR, NEW SMYRNA BEACH 32168

Being the same premises which VOLUSIA County Clerk of the Circuit Court, in deed dated 3/18/2010 and recorded 3/31/2010 in the Volusia County Recorder's Office in Book 6460 Page 2418 granted and conveyed to Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp..

GRANTOR HEREBY AFFIRMS THE PROPERTY DESCRIBED HEREIN IS HOMESTEAD.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2011** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2011-155248 # 3
Book: 6631
Page: 3486
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: Regina W Orlik
Print Name: Regina W Orlik

Signature:
Print Name: Stephen Niswonger

Wells Fargo Bank, N.A., Successor By Merger To
Wachovia Bank NA

By: Nicole Cobb

Its: REO Asset Specialist

STATE OF FL
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of August, 2011 by Nicole Cobb, REO Asset Specialist of Wells Fargo Bank, N.A., Successor By Merger To Wachovia Bank NA. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Regina W Orlik
Notary Public
Print Name: Regina W Orlik
My Commission Expires: 11/28/2014

REGINA W. ORLIK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE045443
Expires 11/28/2014

Mr. Baker went over the Site Plan requirements for Class I, II and III.

Grant Day, Assistant City Attorney, stated that the regulation is mandated by state law, limiting local discretion.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Hulvershorn, moved to recommend approval to City Commission for ZT-08-25 Certified Recovery Residences, as submitted. Member Causey seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hulvershorn
SECONDER:	Causey
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

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

Jeff Gove, Chief Planner, outlined the Applicant's request to voluntary annex from Unincorporated Volusia County, RPUD, Residential Planned Unit Development, to City PUD, Planned Unit Development.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Hodges moved to recommend approval for A-06-25: Sugar Mill Drive, as submitted. Member Hall seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hodges
SECONDER:	Hall
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

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

Jeff Gove, Chief Planner, outlined the Applicant's request to amend the comprehensive plan changing the future land use to commercial.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Causey moved to recommend approval for CPA-05-25: Amend the Future Land Use Map to Commercial, as submitted. Member Bien seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 80-25 Annexing 390 Sugar Mill Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 80-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has requested the annexation of 7.6± acres of property generally located on the west side of Sugar Mill Drive, north of State Road 44, addressed as 390 Sugar Mill Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on October 6, 2025, by a vote of 6-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/3/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

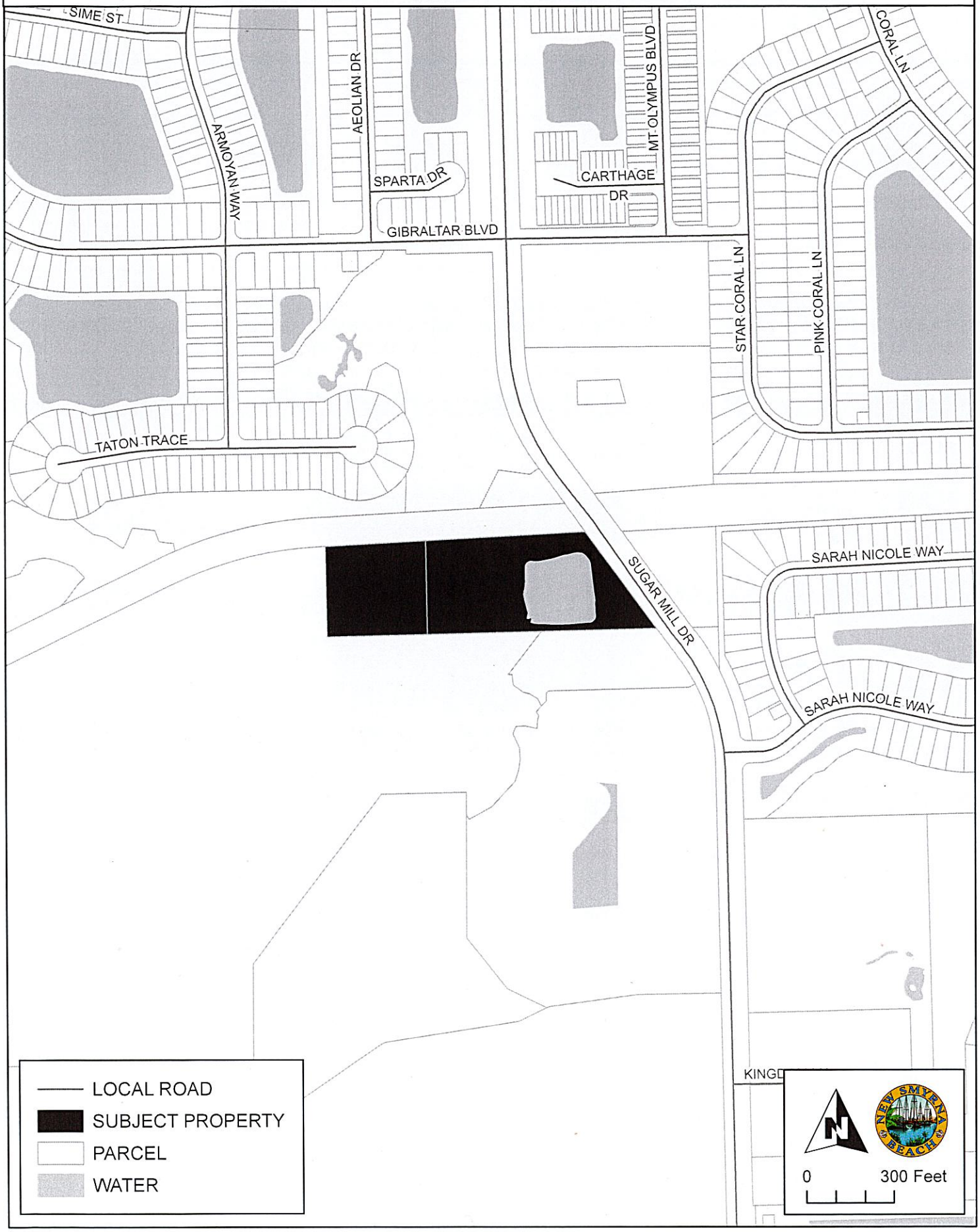
Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

EXHIBIT "A"

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP



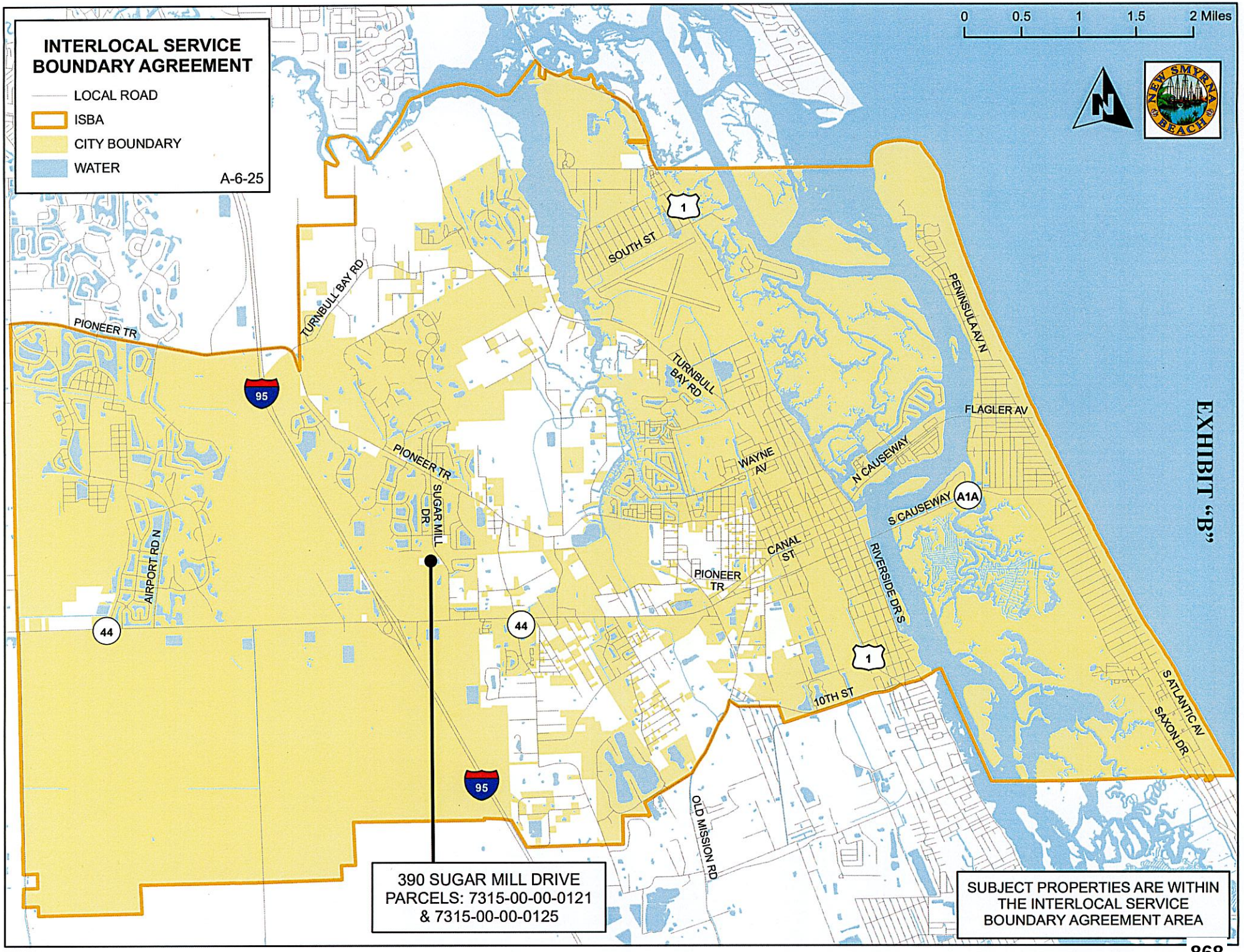
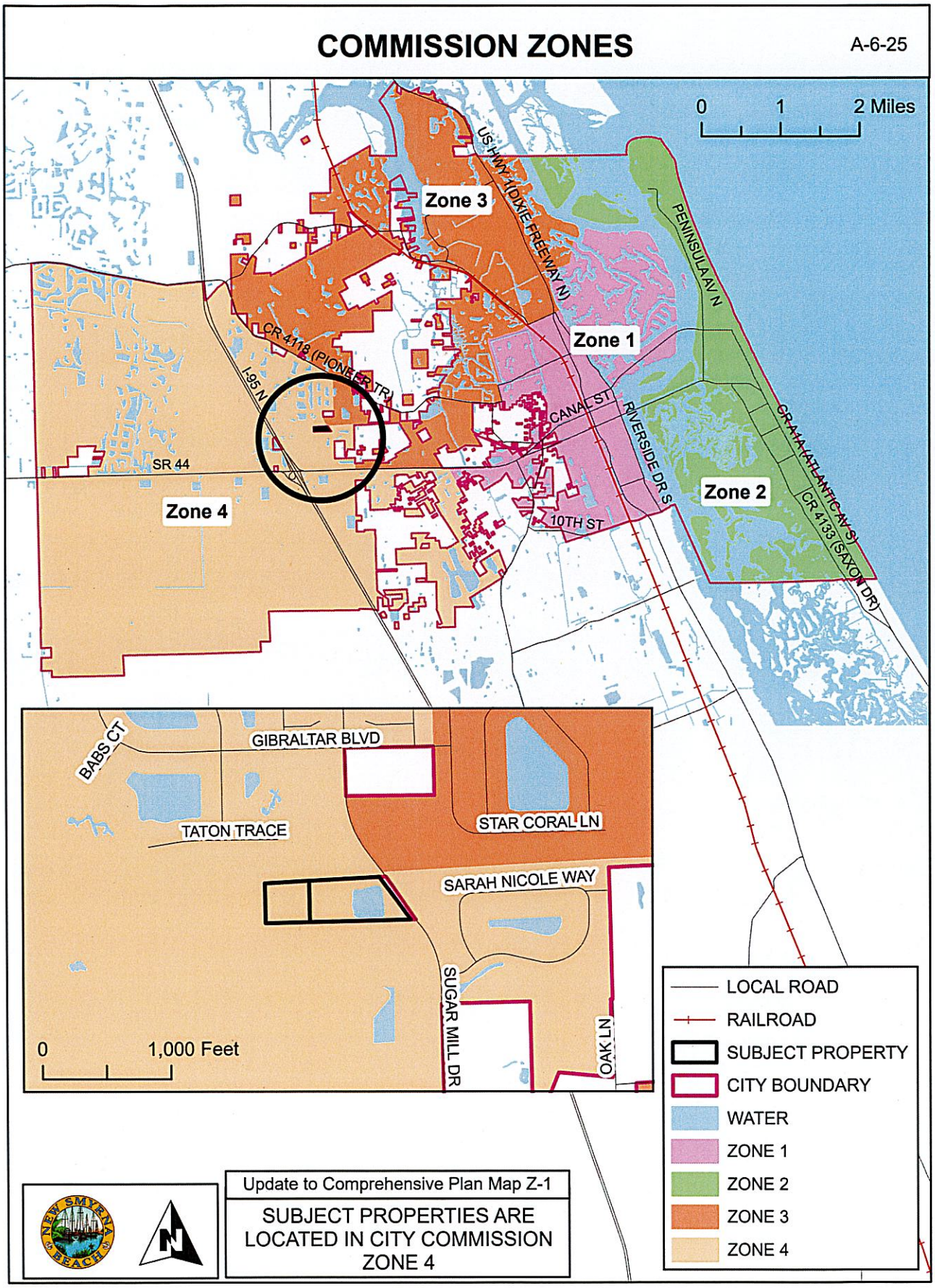

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-6-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
CANAL ST
RIVERSIDE DR S
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
SR 44
10TH ST
BABS CT
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 81-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD APPROVE A PROPOSED SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO COMMERCIAL AND LIMITING THE ALLOWABLE RESIDENTIAL DENSITY AND FLOOR TO AREA RATIO, (FAR) ON APPROXIMATELY 7.6 ± ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE.

November 11, 2025

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Medium Intensity.
- **To:** City Future Land Use category of Commercial, with two voluntary stipulations offered by the applicant concerning additional limitations on potential residential density and Floor Area Ratio (FAR).

Site Information:

- **Size:** 7.6 ± acres.
- **Location:** West side of Sugar Mill Drive, north of State Road 44.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Sugar mill Drive is currently being used for agriculture. A location map is attached as **Exhibit A**, and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the applicant paid the required application fees and advertising fees because the requested future land use category and zoning designation was not compatible with the existing county future land use category and zoning designation. As discussed above, the existing County FLU category is Urban Medium Intensity. This Future Land Use limits the maximum residential density to 8-units per acre. The Floor to Area Ratio (FAR) is also capped at 0.5. The existing County zoning designation is RPUD, Residential Planned Unit Development. The proposed City FLU category is Commercial.

The applicant has proposed to limit two aspects of the proposed City Commercial FLU, including for maximum residential density even though the accompanying PUD rezoning request is not for any residential uses. The two aspects proposed to be limited are for the potential maximum residential density to be limited to 8 units per acre instead of the otherwise allowable 18 units per acre, and to restrict the potential Floor Area Ration (FAR) from 2.0 to 0.5. A text description of the proposed City Commercial Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Sugar Mill Drive has a 12-inch water main to the south of the parcel and a 6-inch sewer force main and a 20-inch reclaim water main in the Sugar Mill Drive right-of-way. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Sugar Mill Drive is currently undeveloped with a proposed Planned Unit Development for a proposed Boat/RV

storage facility. The current Volusia County RPUD was approved for 94 multi-family units, and the proposed City PUD is for a Boat/RV storage facility that will reduce the demand for water, sewer, schools, and traffic. Since the applicant has proposed to cap the residential density to 8-units per acre, and restrict the FAR from 2.0 to 0.5, thus not increasing the density or the FAR, Staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted 2-4 on this application, which failed to give the City Commission a positive recommendation to approve the requested Small Scale *Comprehensive Plan* amendment. A copy of the Draft Minutes for that P & Z Board Meeting Item 5.C. is attached (as **Exhibit AA**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

As the applicant has proposed to limit the overall maximum residential density to eight (8) units per acre and a limitation of a maximum 0.5 FAR, and the site is both relatively isolated and the accompanying PUD rezoning application would be providing more than adequate screening, the Planning Department recommends the City Commission **approve** the requested Small Scale *Comprehensive Plan* amendment to change the Future Land Use to City Commercial as part of this overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

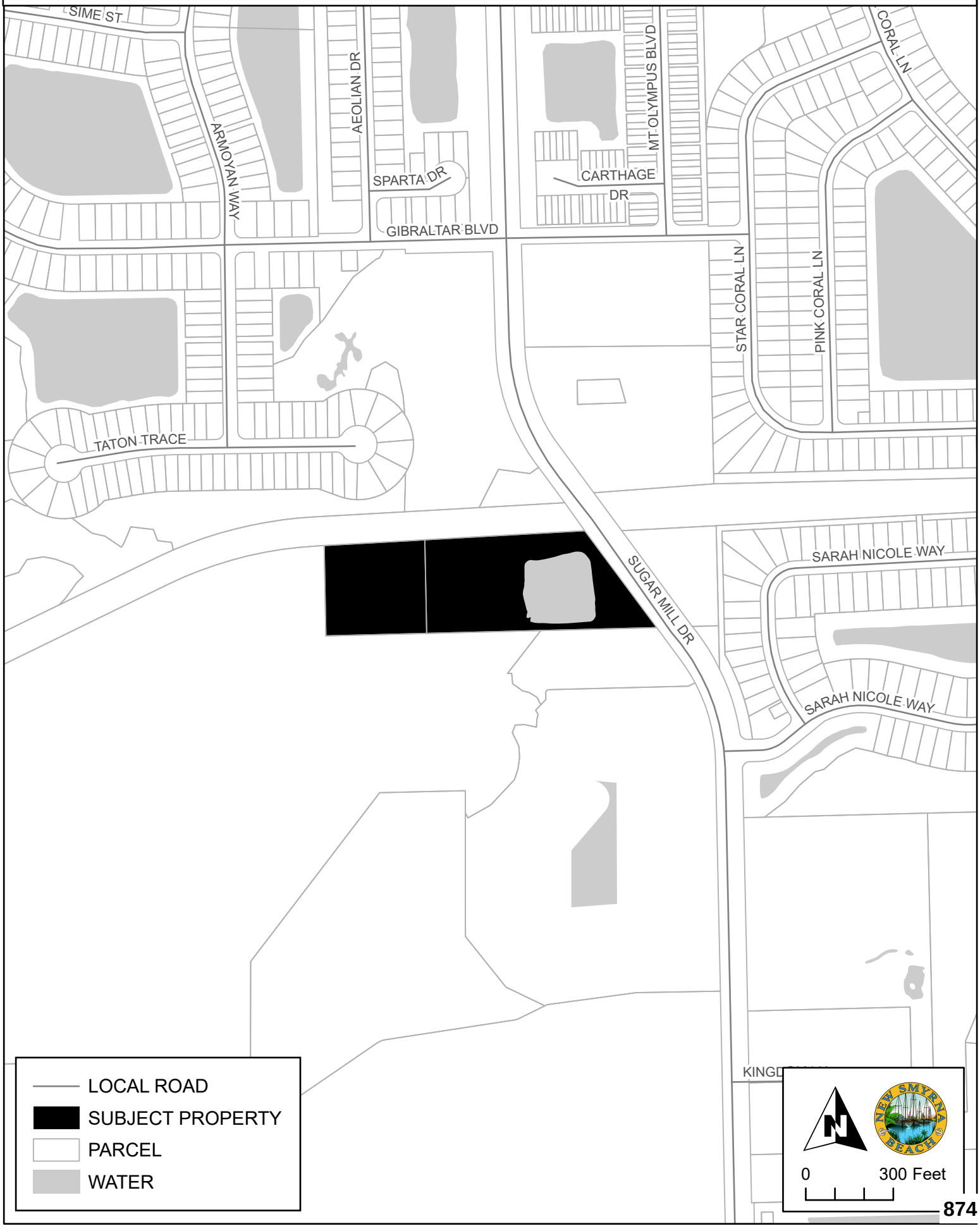
Staff Report Created By: Jeff Gove - Chief Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf

Exhibit F City Commercial FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Minutes (draft) of 10-6-25 P & Z Board Mtg for Item 5.C. .pdf
Business Impact Estimate - Ord 81-25 390 Sugar Mill Dr.pdf
Ord 81-25 Small Scale 390 Sugar Mill Dr.pdf

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

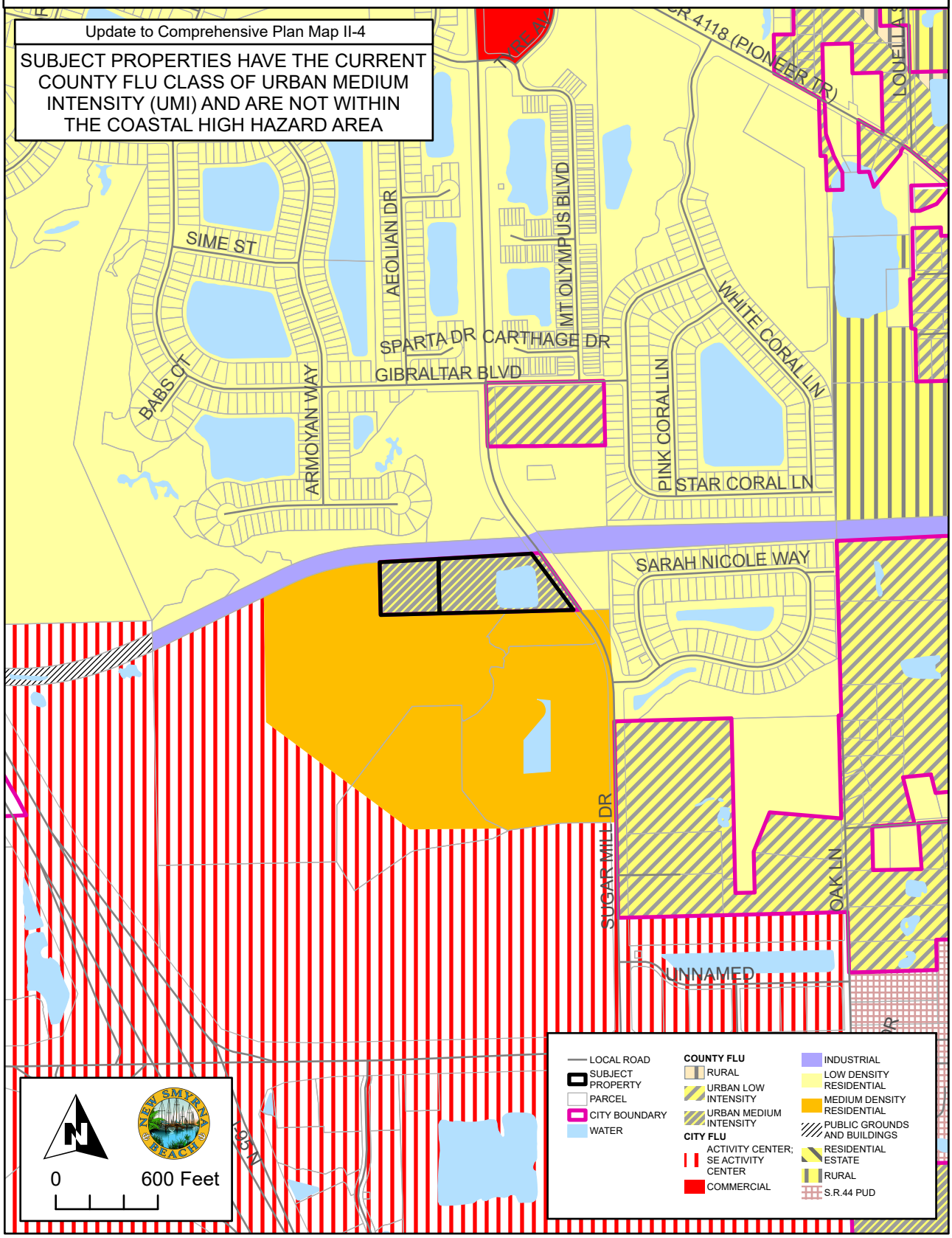


A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-6-25



Urban Medium Intensity (UMI) –

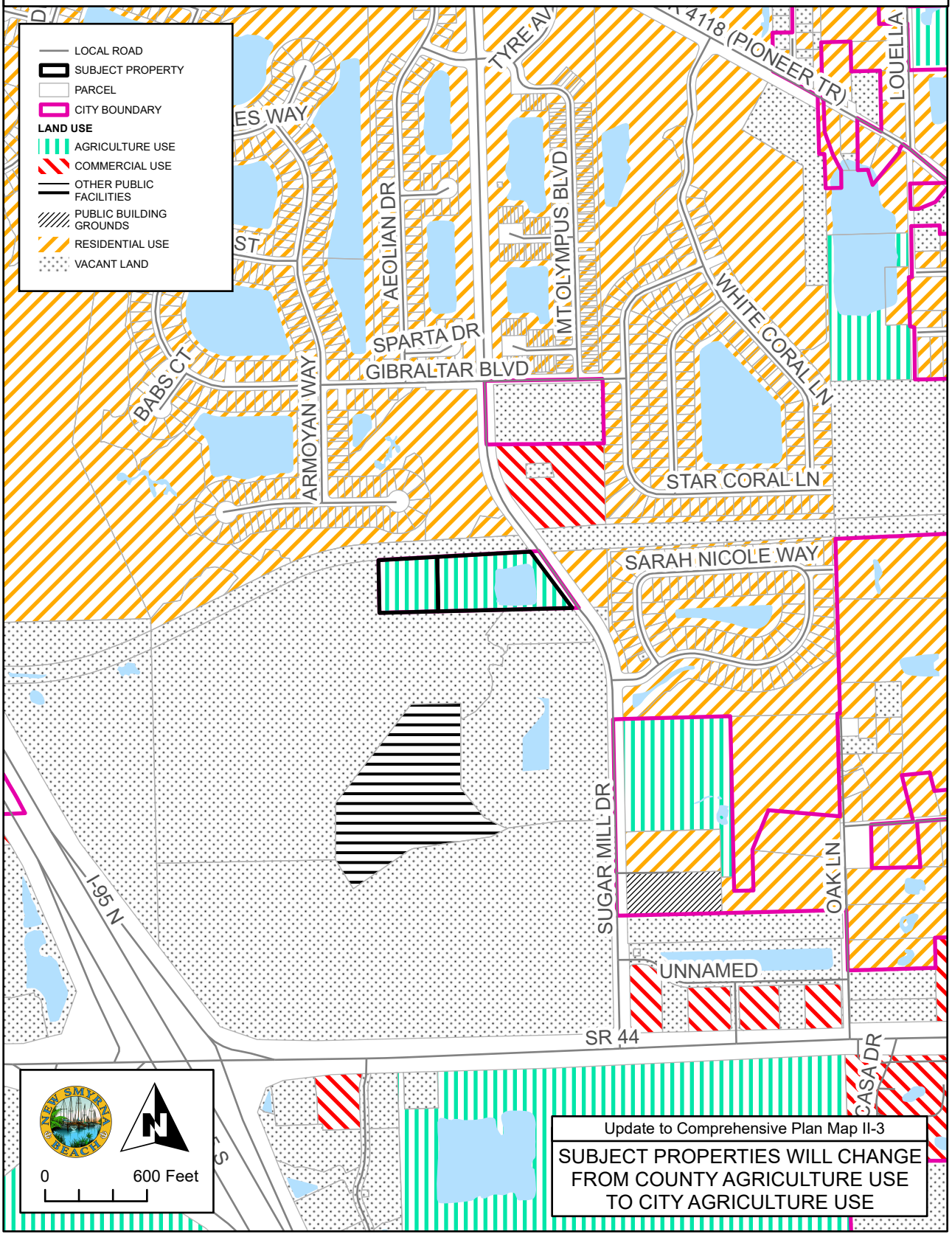
Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-6-25



COMMERCIAL

Maximum allowed density:
8.01 to 12 dwelling units per acre on the barrier island
8.01 to 18 dwelling units per acre on the mainland
Up to 24 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 2.0

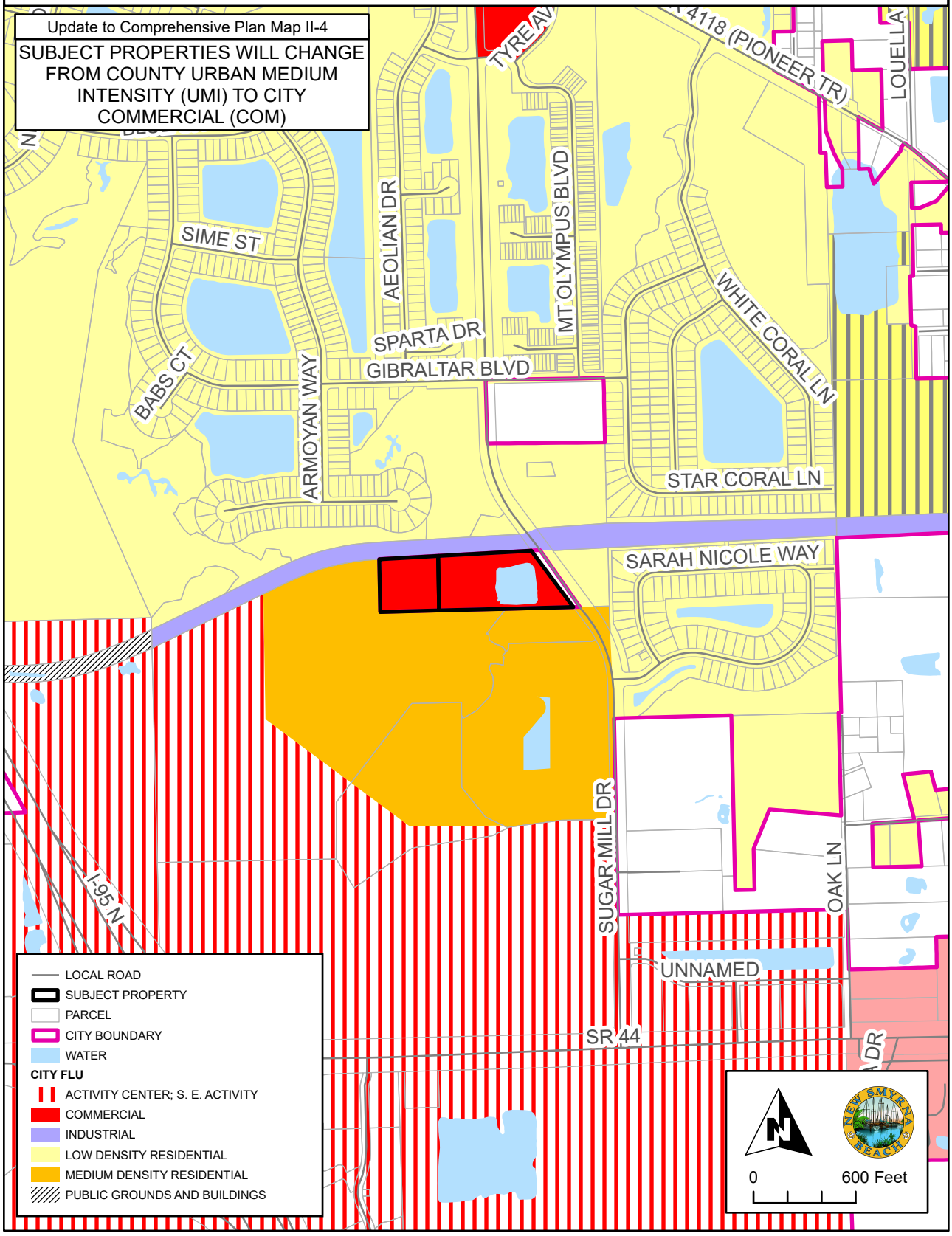
Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development Format:
Retail: 100%
Office: 100%
Residential: 25%
Industrial: 0%

Intent: This category is intended for the development of high quality business activities, including retail, hotel, office, financial institutions, and high-density residential. They should be confined to certain arterial and collector roads, and to the Flagler Avenue districts.

The State Road 44 corridor, particularly the undeveloped areas west of Old Mission Road, should be developed in a manner to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development. All properties along the north side of State Road 44, west of Eddie Road, and all properties along the south side of State Road 44, west of Hidden Pines Boulevard, shall be developed or redeveloped using the planned unit development format

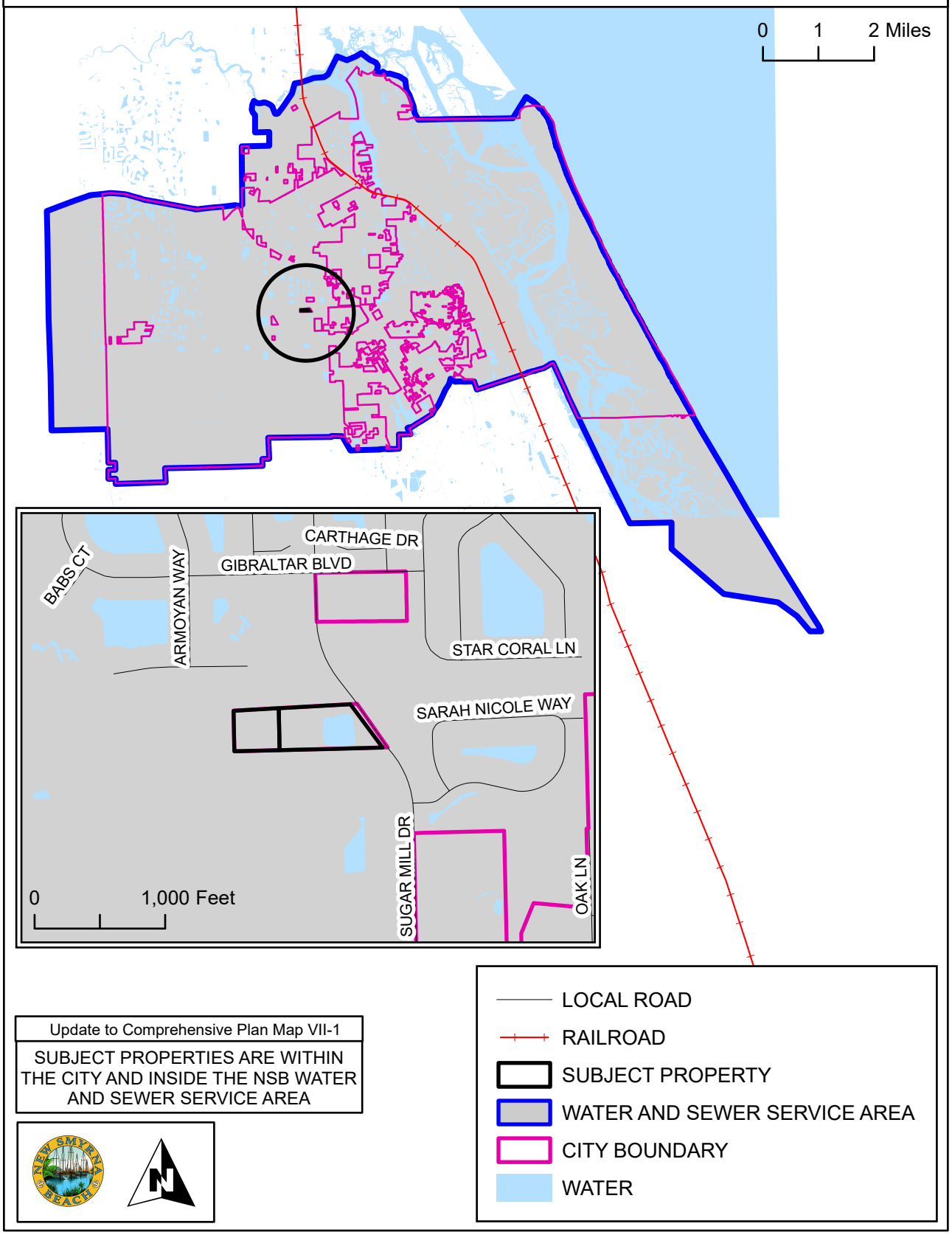
PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-25



WATER AND SEWER SERVICE AREA

A-6-25

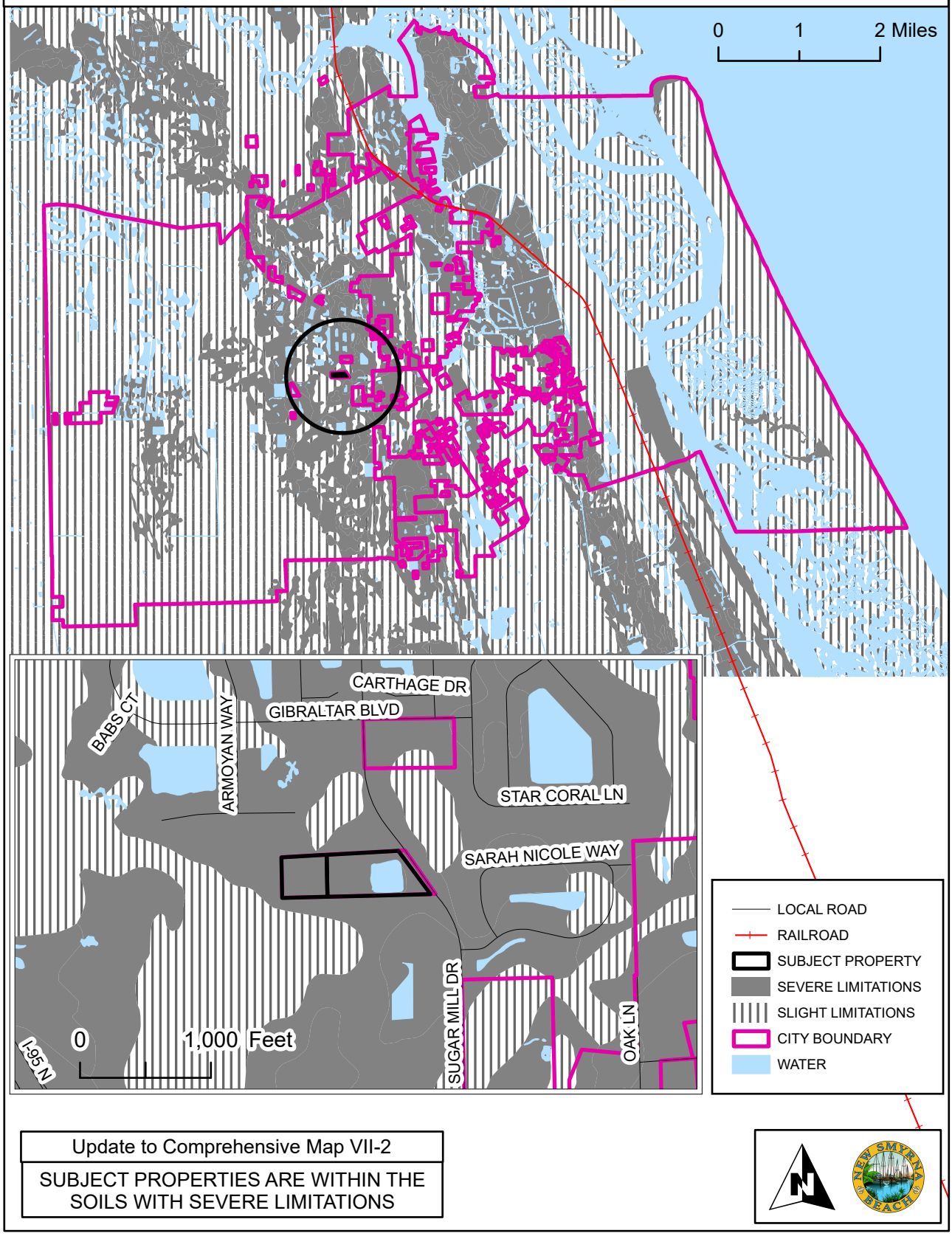


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-25

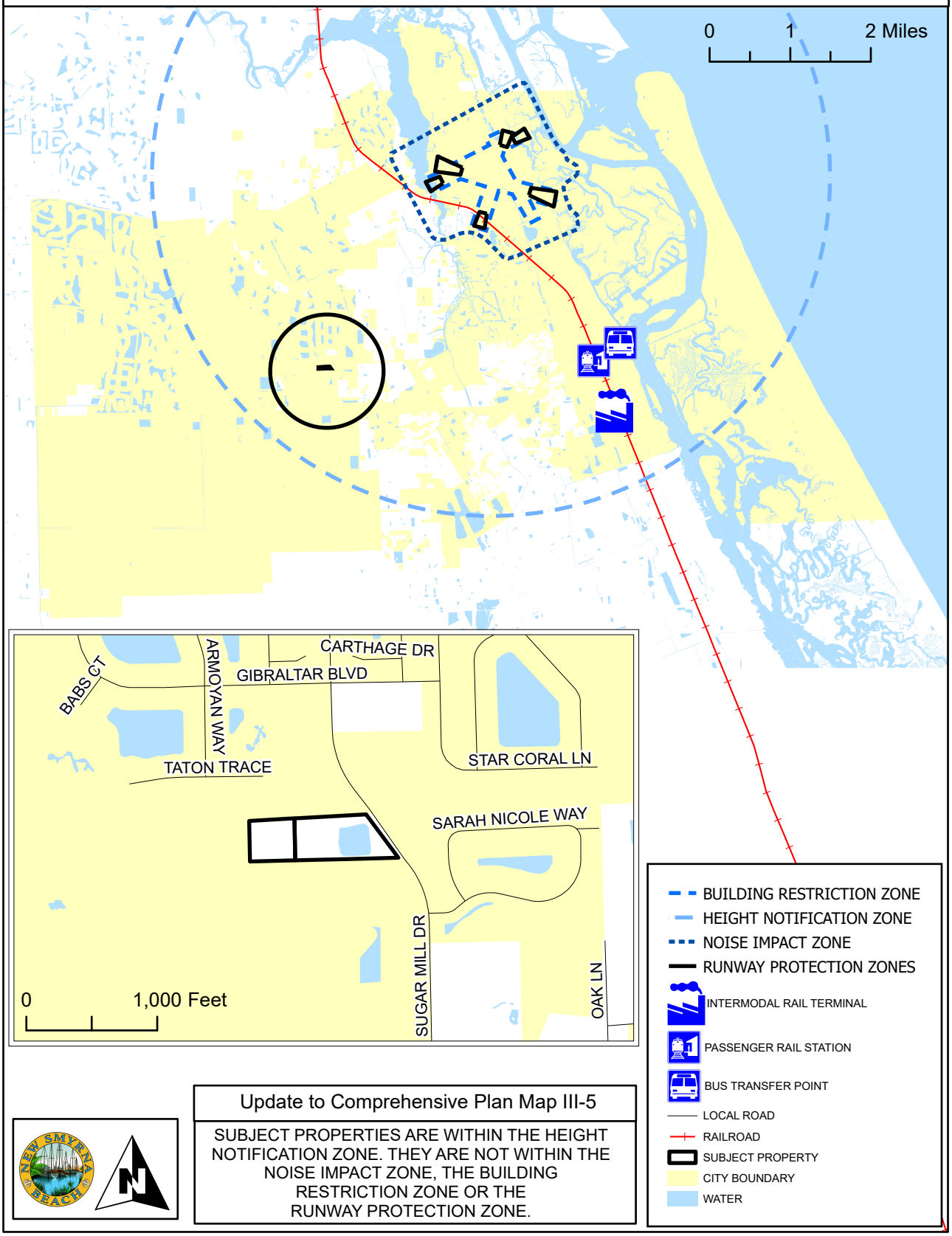


Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-6-25

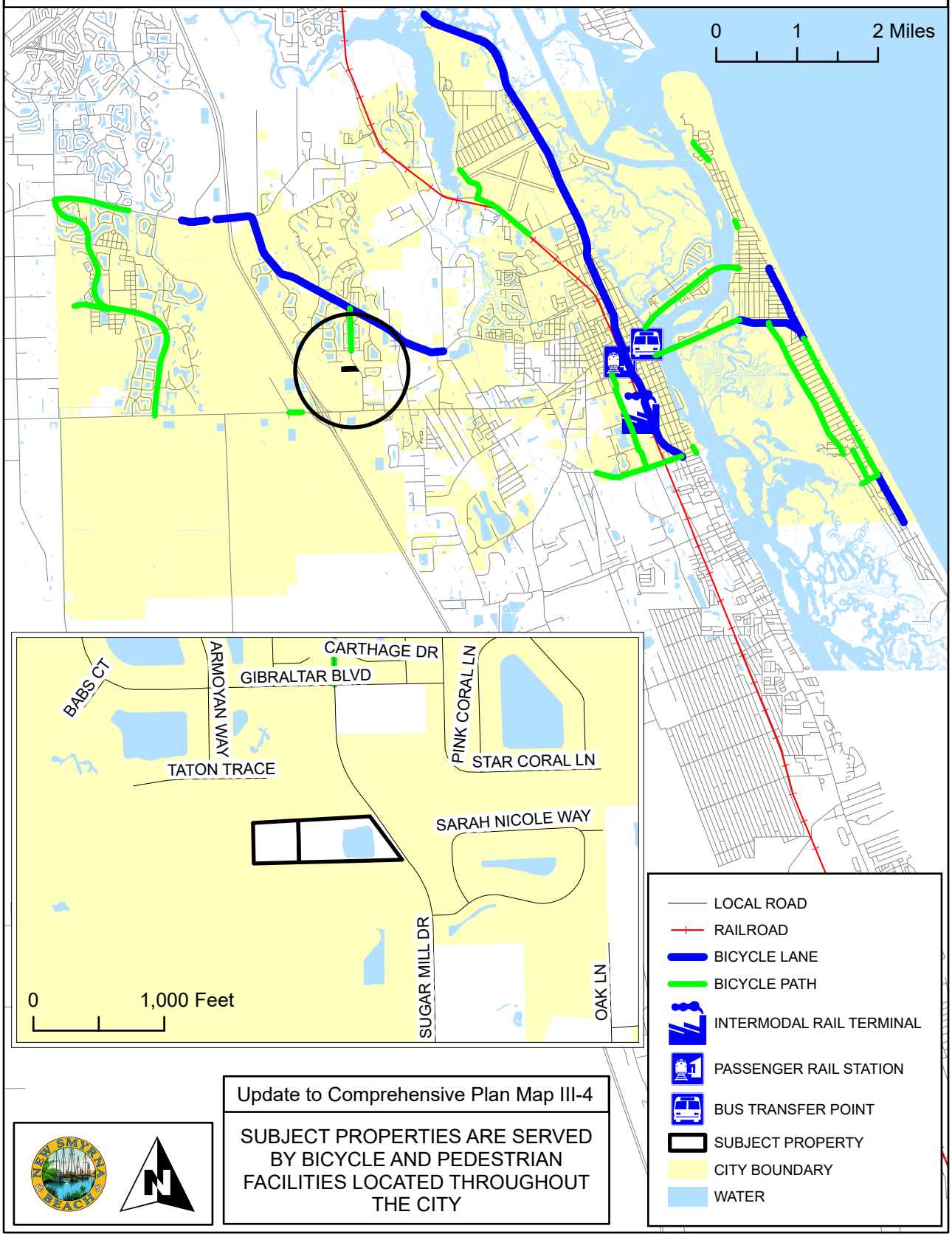


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTIES ARE WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-6-25

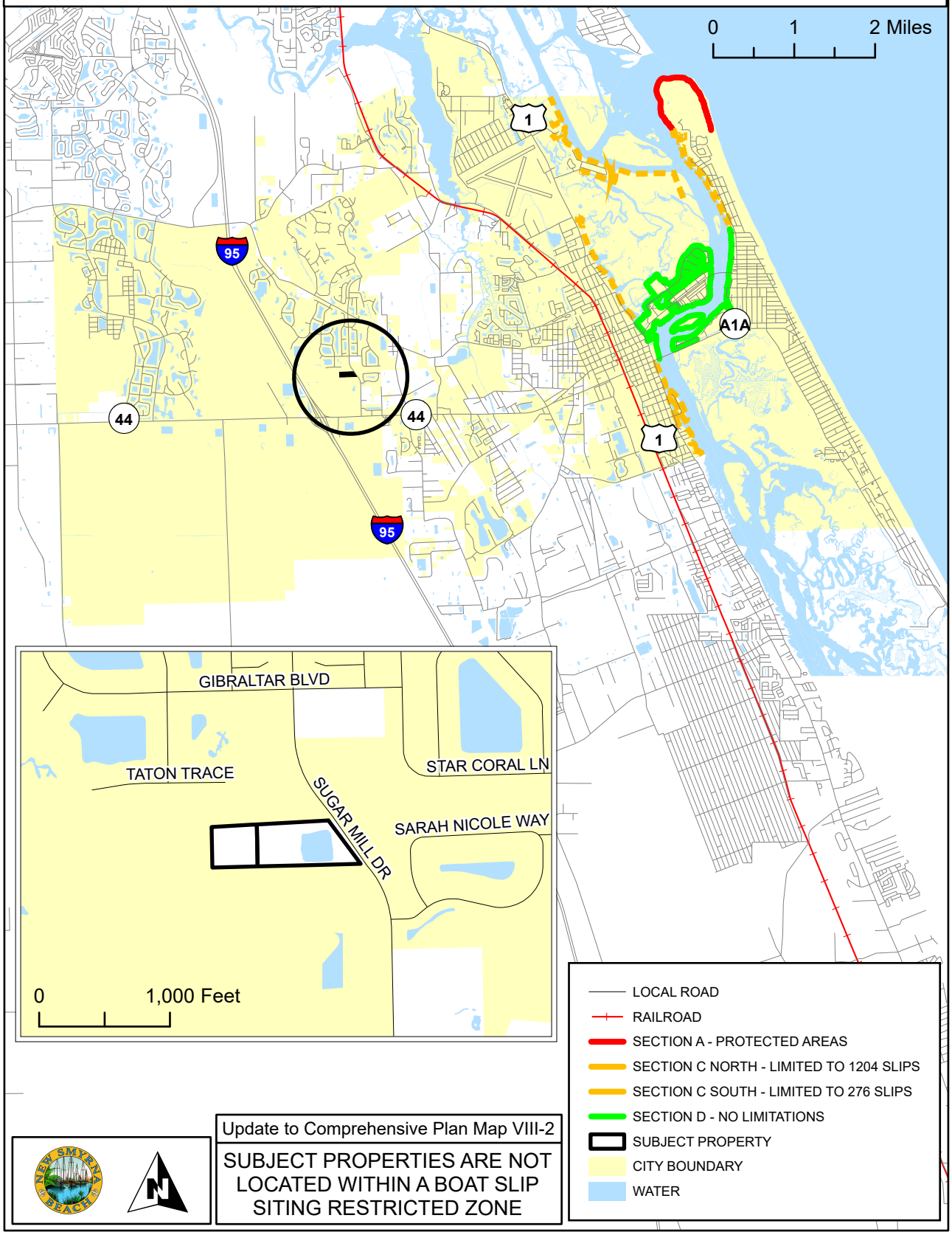


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTIES ARE SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-6-25

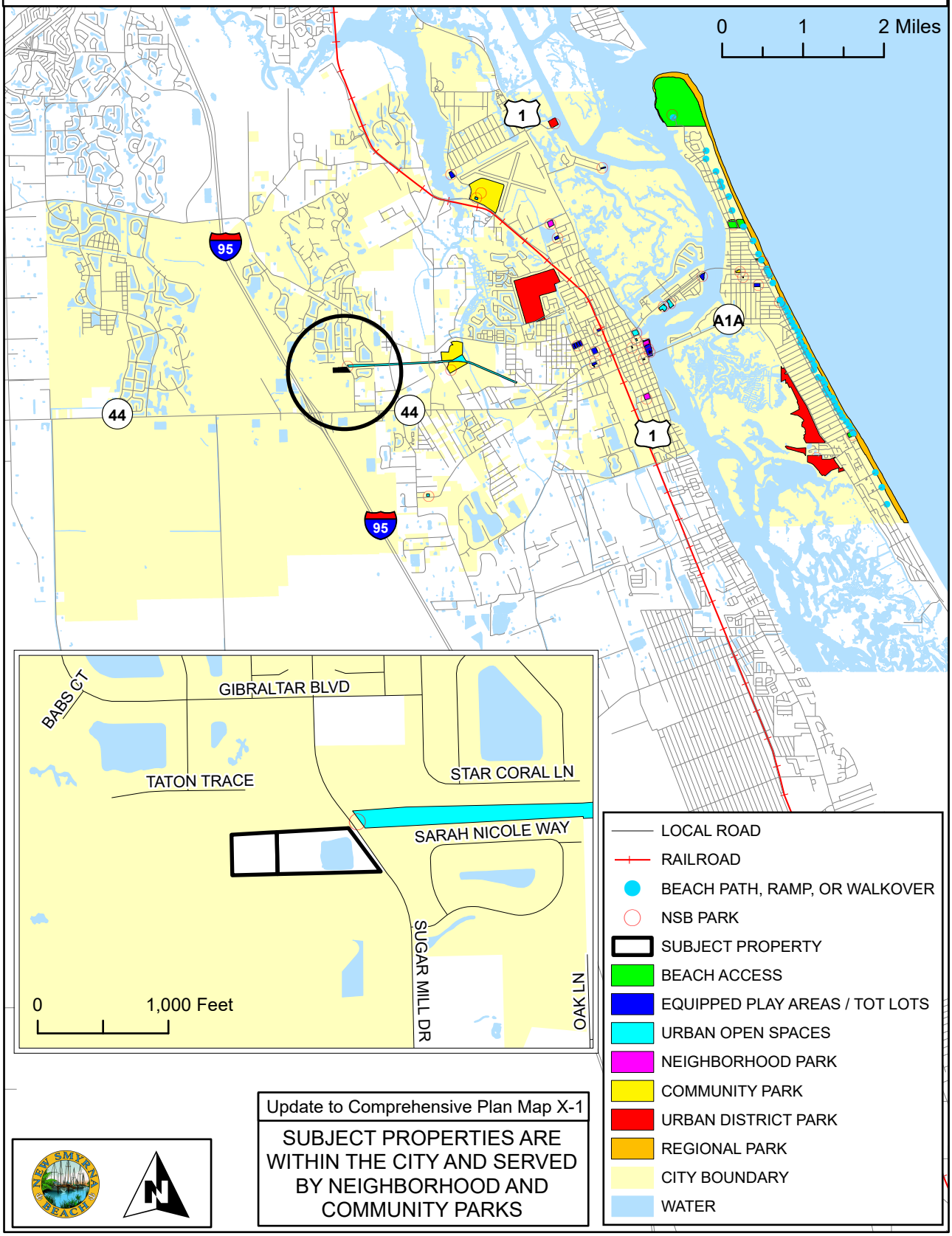


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTIES ARE NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-6-25

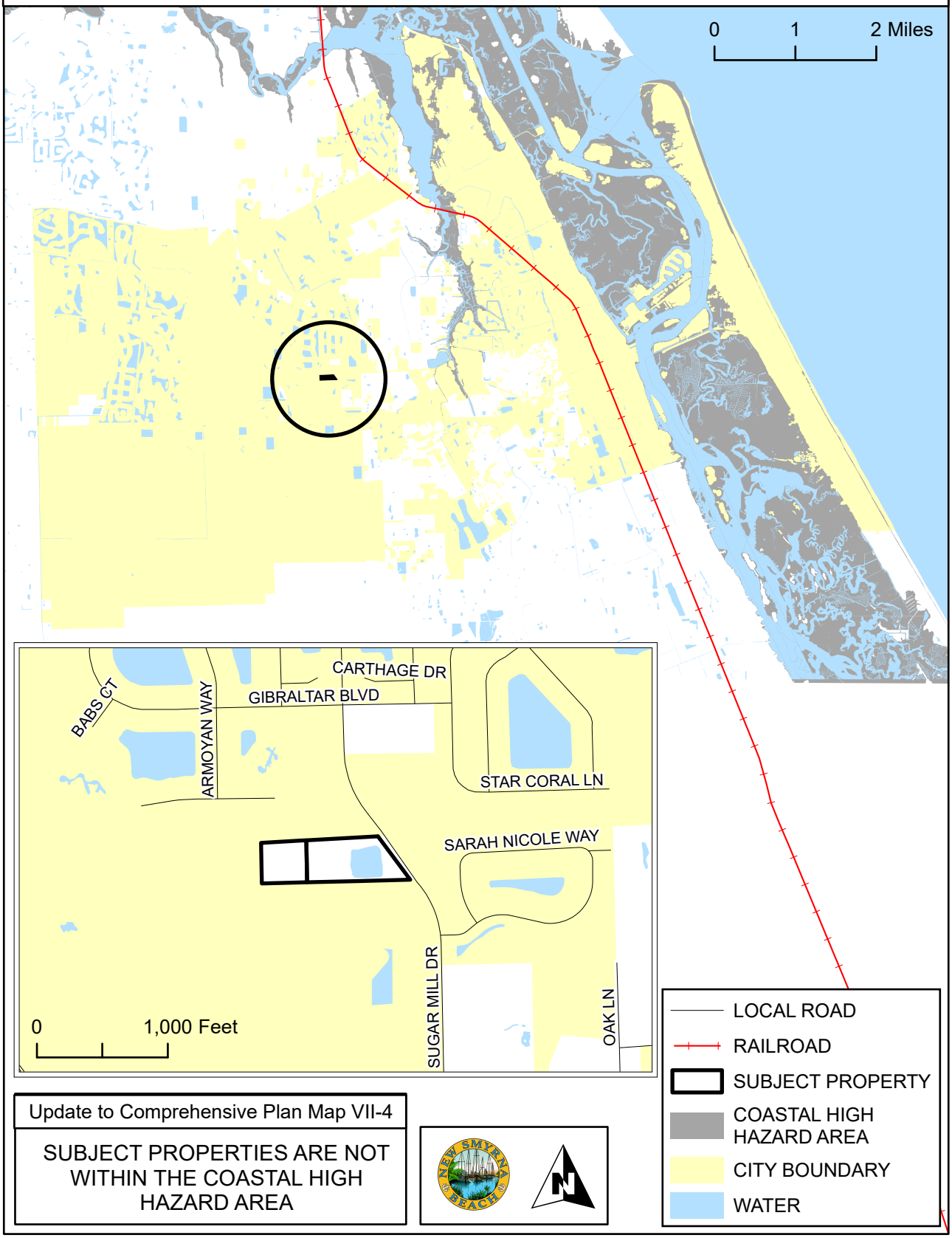


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-6-25

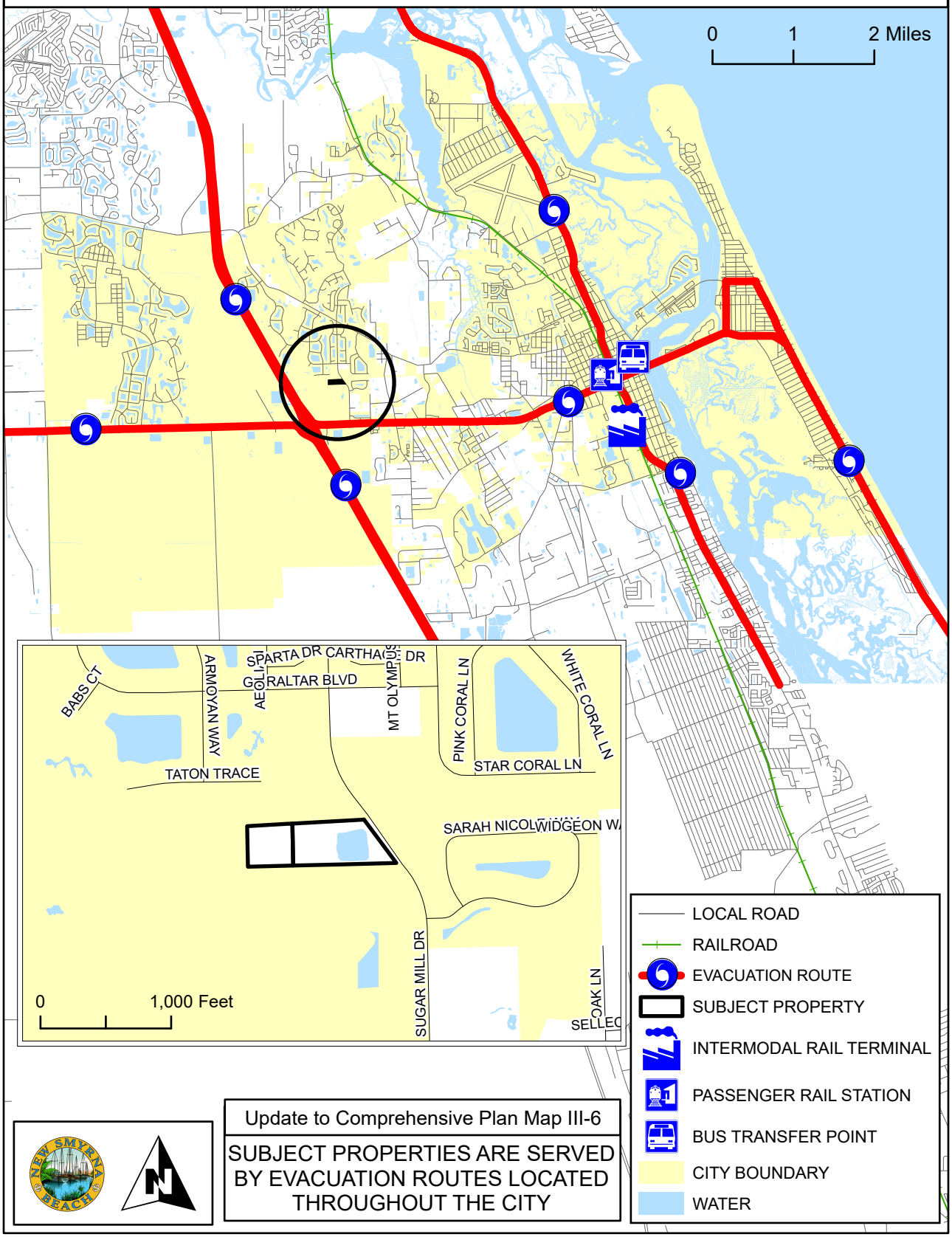


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTIES ARE NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-6-25

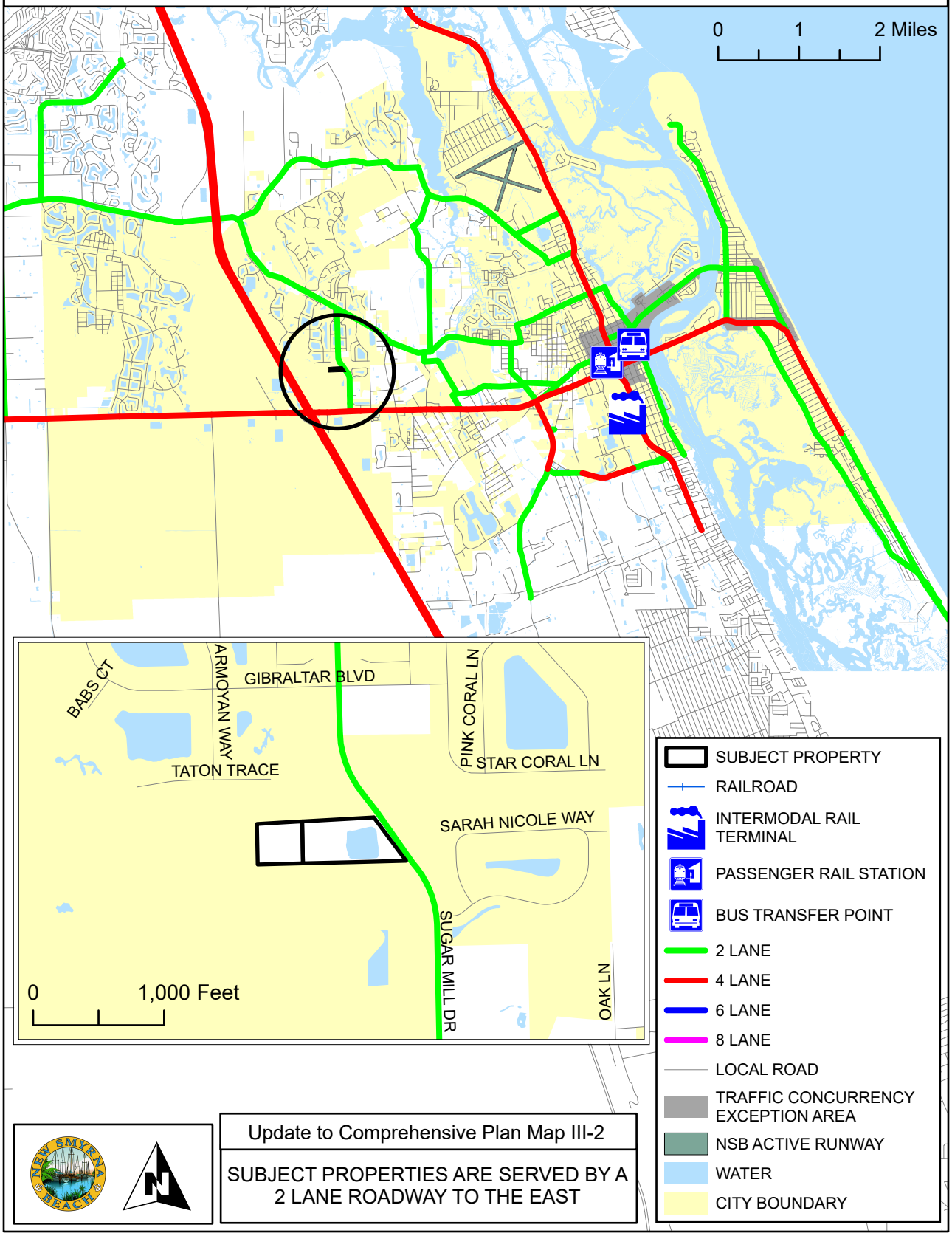


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTIES ARE SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-6-25

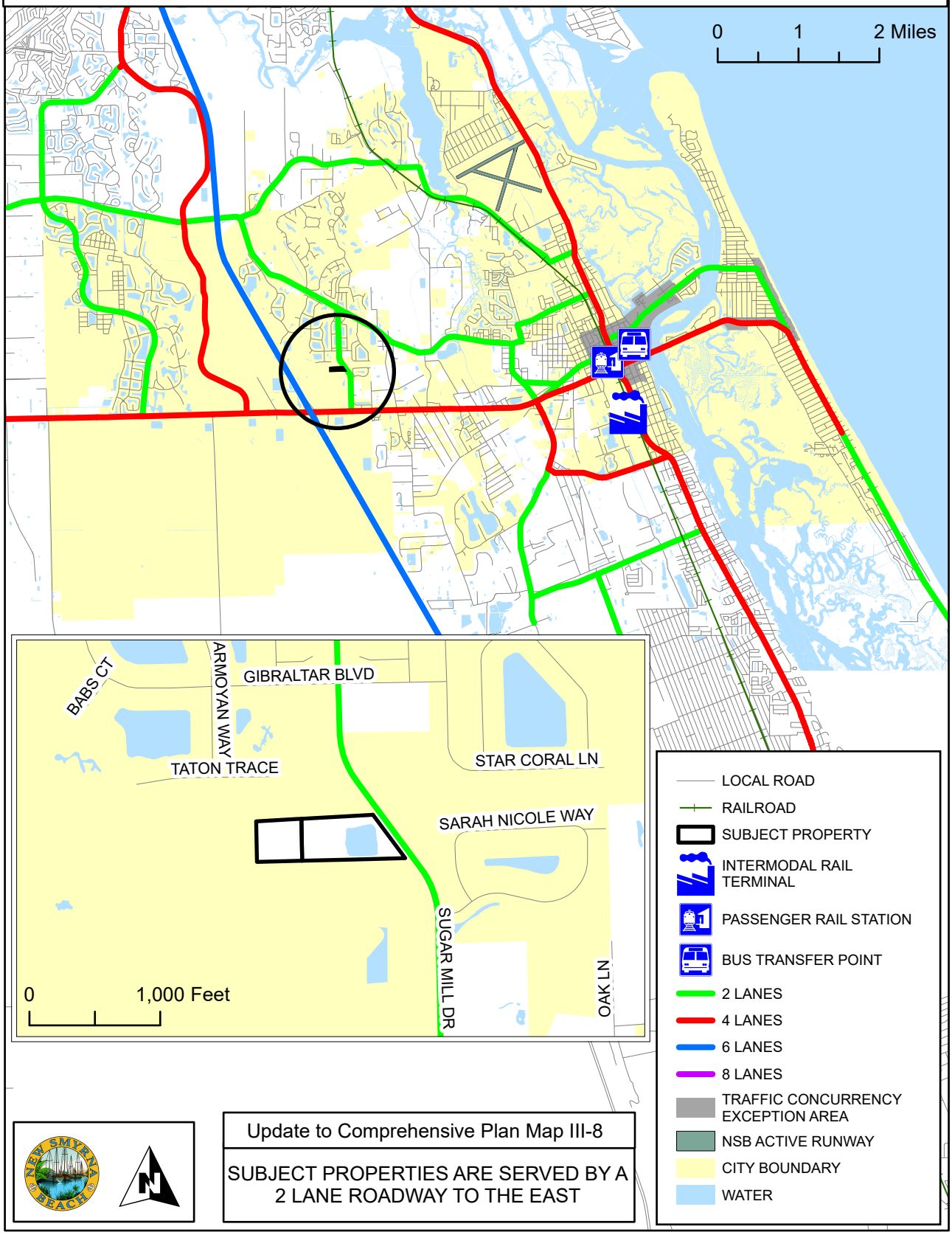


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-6-25

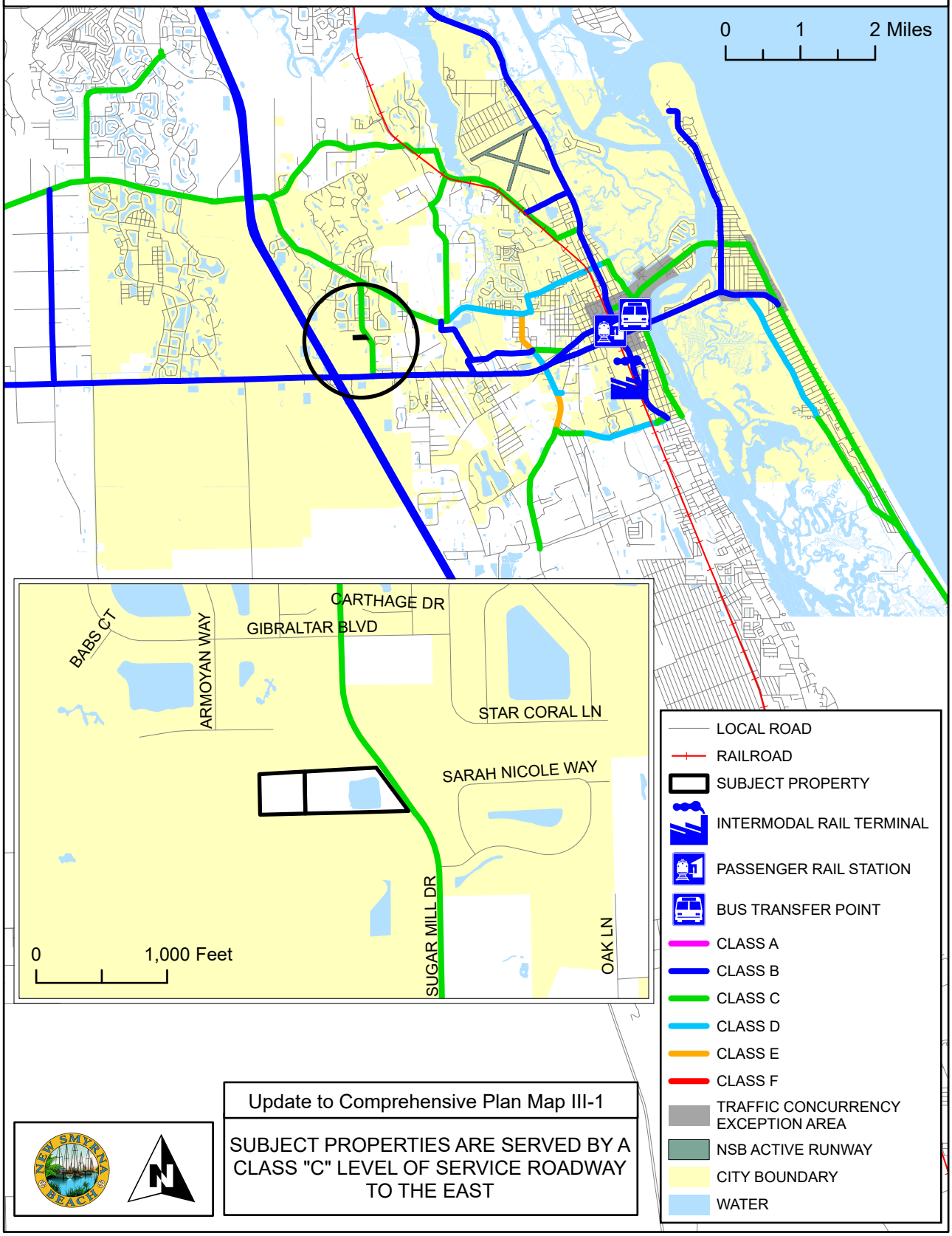


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-6-25

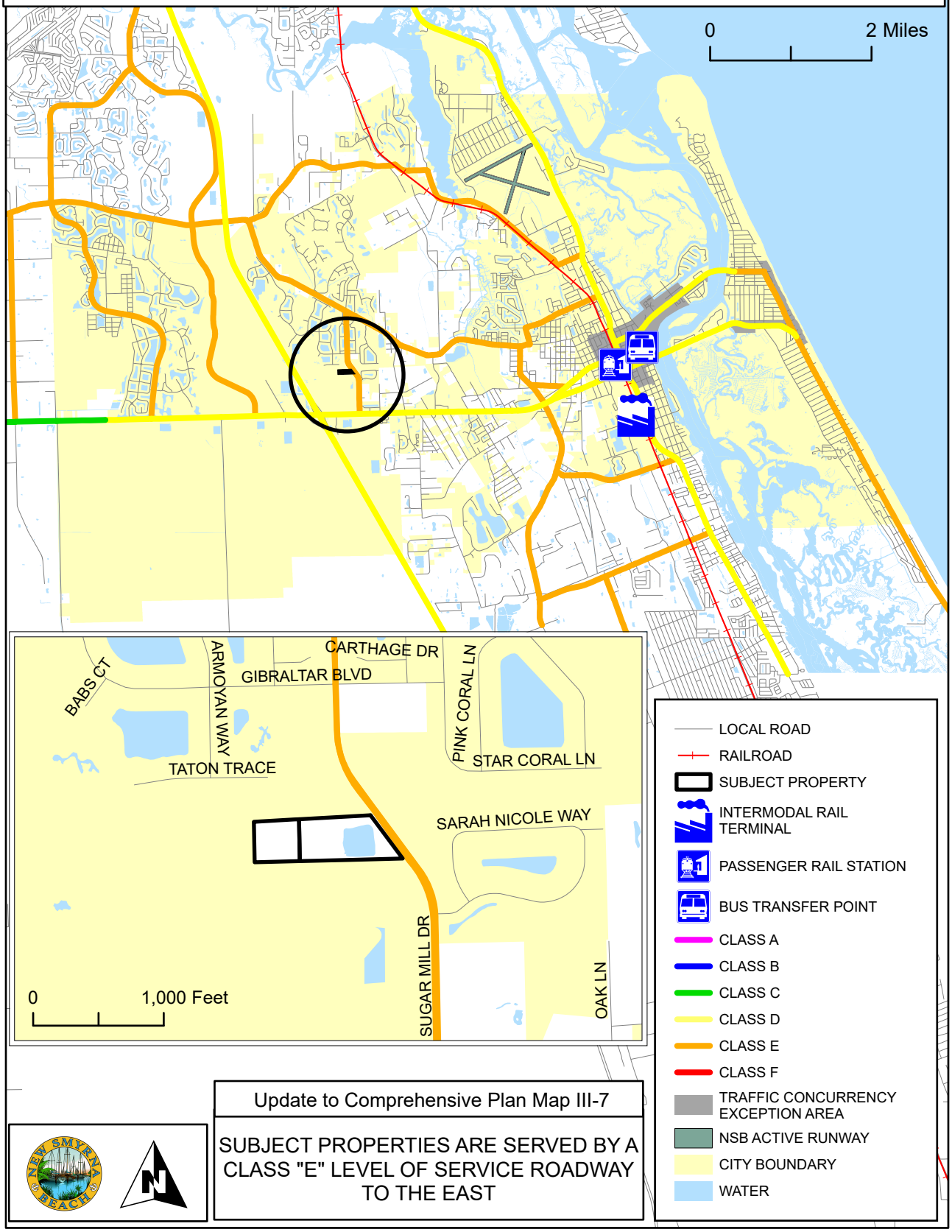


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTIES ARE SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE EAST

LEVEL OF SERVICE - 2025

A-6-25

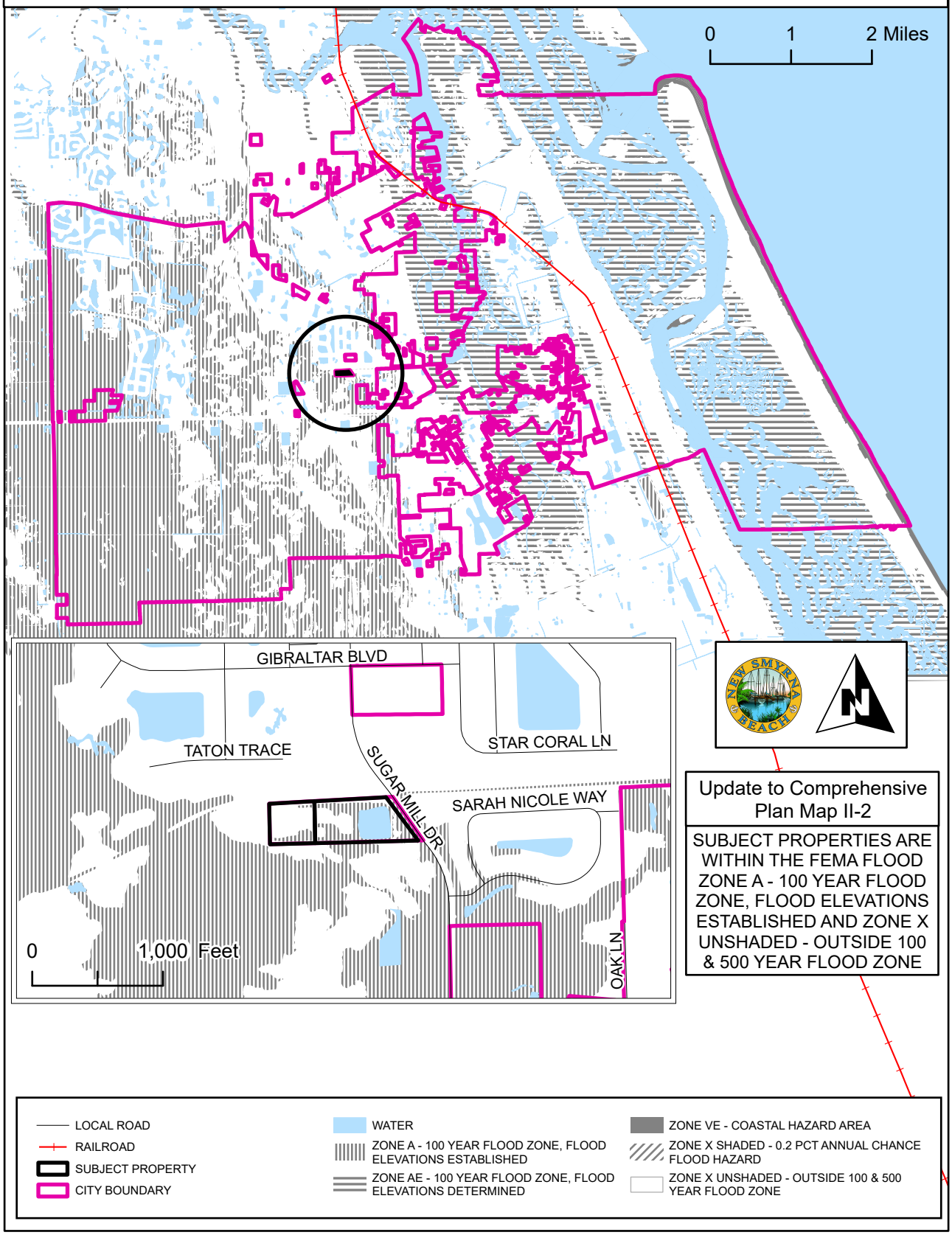


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTIES ARE SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST

FLOOD PRONE AREAS

A-6-25



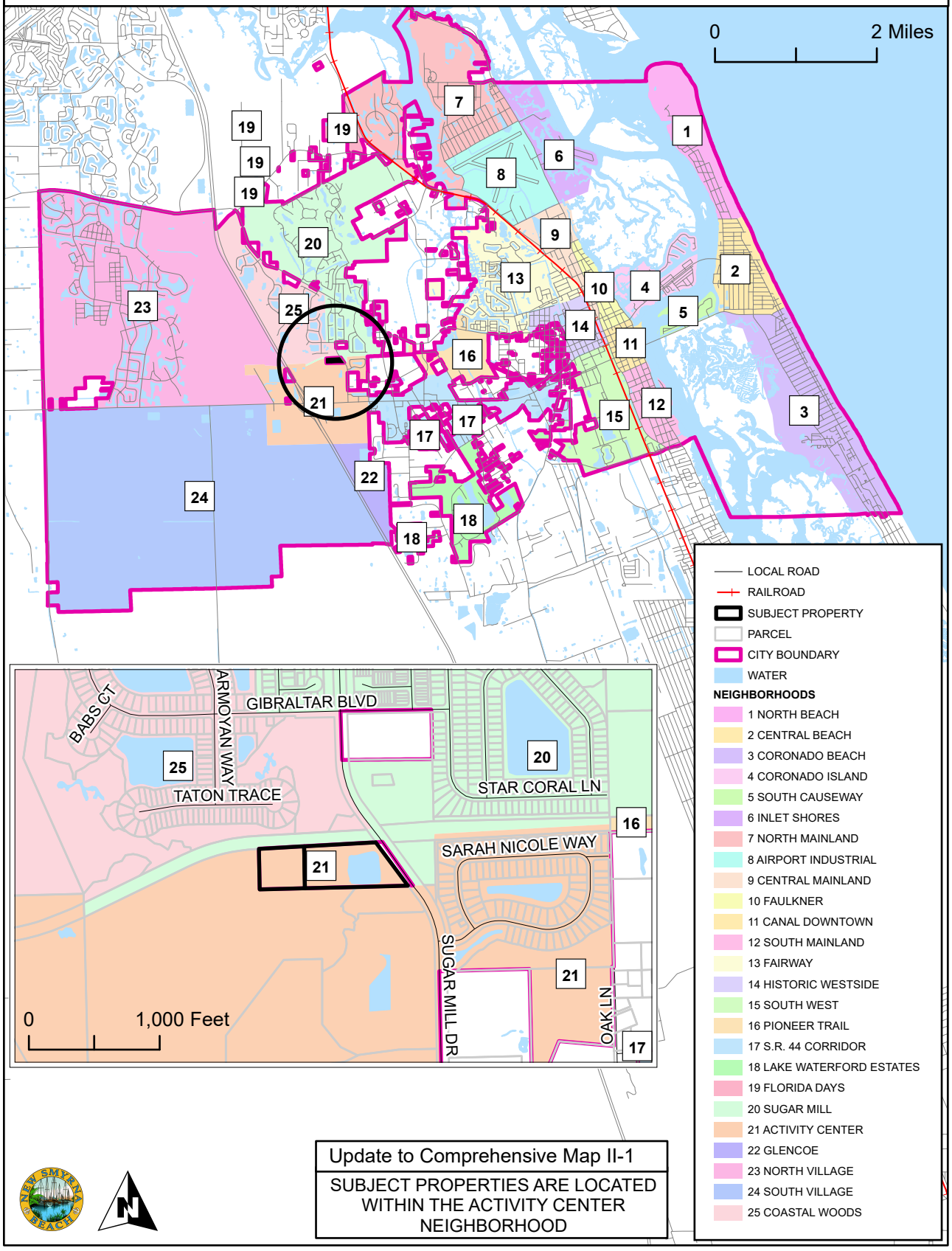
Update to Comprehensive Plan Map II-2

SUBJECT PROPERTIES ARE WITHIN THE FEMA FLOOD ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED AND ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- CITY BOUNDARY
- WATER
- ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
- ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
- ZONE VE - COASTAL HAZARD AREA
- ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

NEIGHBORHOODS

A-6-25

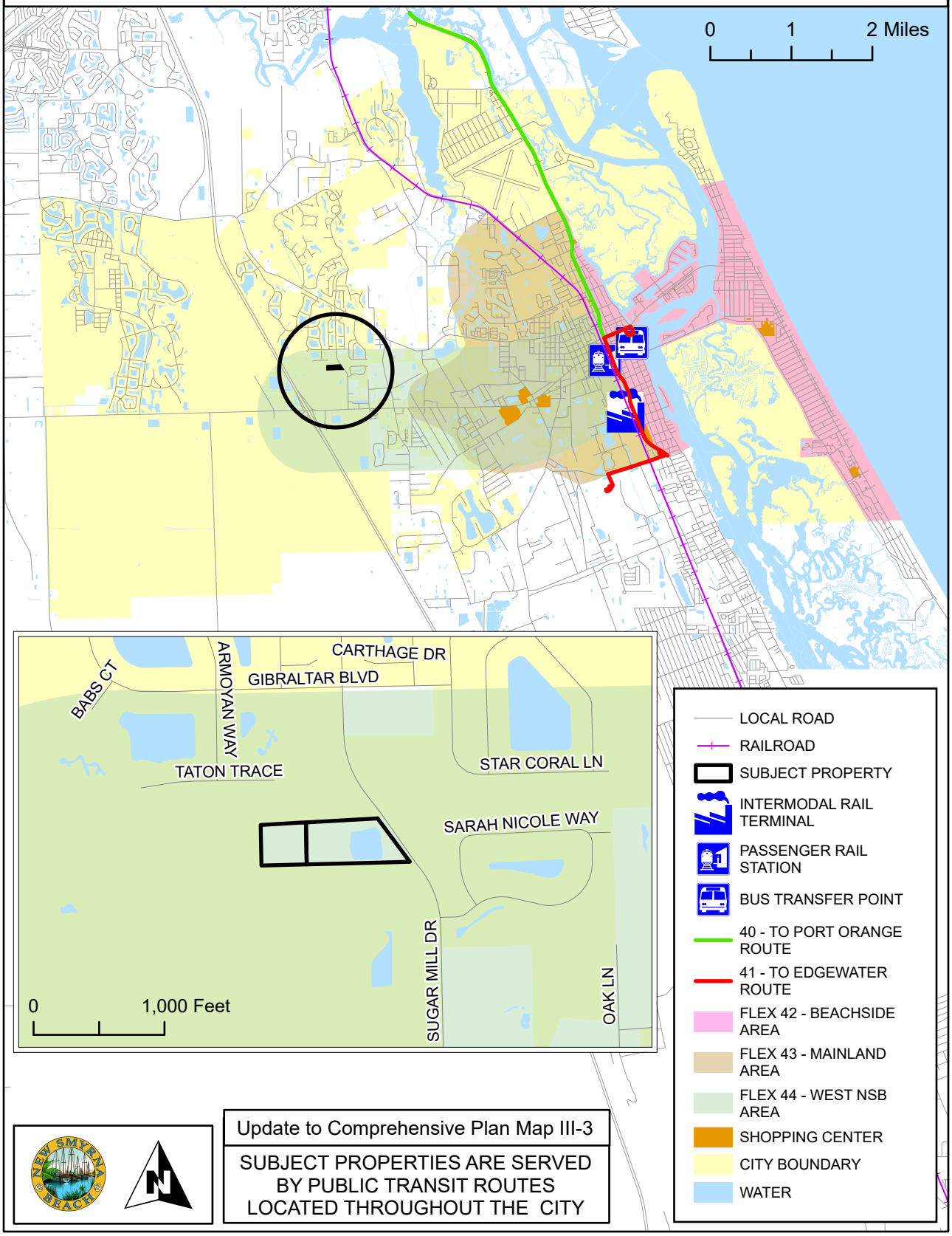


Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-6-25

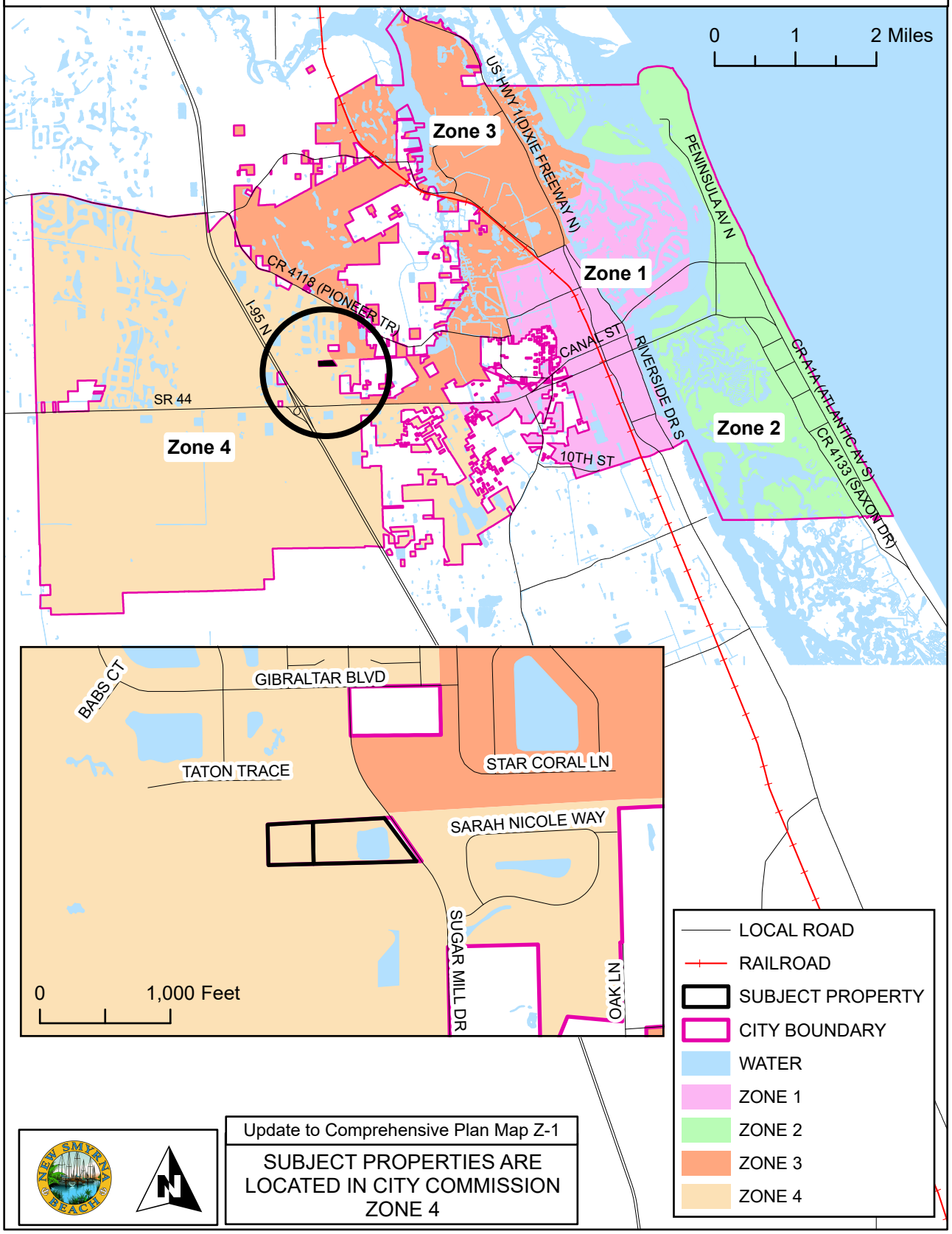


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTIES ARE SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

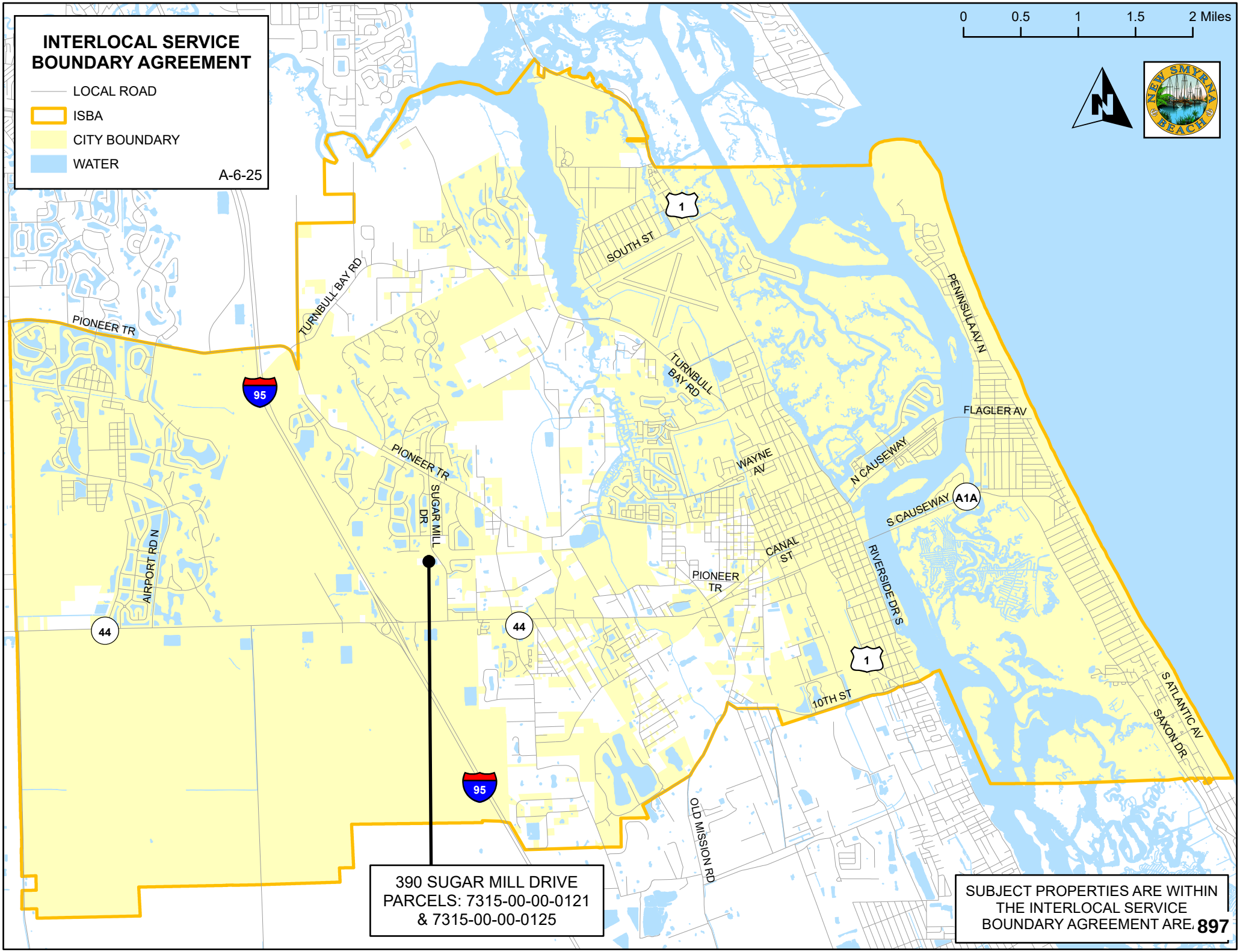
COMMISSION ZONES

A-6-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE 897

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

09/14/2011 10:19 AM
Instrument# 2011-155248 # 1
Book: 6631
Page: 3484

RETURN TO: 10-11-000321 ND
FIDELITY NATIONAL TITLE
400 W. Morse Blvd., Ste. 103
Winter Park, FL 32789

This Document Prepared By:
Christopher D. Mader
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001

Parcel ID #: 7315-00-00-0121 and 7315-00-00-0125

Return To:
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001
SL # 2250022

Loan #: 0256535725

"CORRECTIVE" SPECIAL WARRANTY DEED

"This deed is being presented for recording to correct the legal description for the deed recorded 06/07/2011 found in BK 6599 Page 2553 in Volusia County, FL.

This SPECIAL WARRANTY DEED, dated 08/16/2011 by Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp., whose post office address is 8480 Stagecoach Circle Frederick MD, 21701, hereinafter called the GRANTOR, to **AJ Two LLC**, a Florida Limited Liability Company, whose post office address is *Port Orange, FL 32128 hereinafter called the GRANTEE:
*3199 Royal Birkdale Way
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of Seventy-Six Thousand Nine Hundred and 50/100 Dollars ($76,950.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Volusia** County, **FLORIDA**, viz:

Parent Tract
THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01'06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87'02'59E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36'22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE

AFORESAID SECTION 15, THENCE S88'33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.556 ACRES MORE OR LESS.

Tax/Parcel ID: 7315-00-00-0121 and 7315-00-00-0125 commonly as 390 SUGAR MILL DR, NEW SMYRNA BEACH 32168

Being the same premises which VOLUSIA County Clerk of the Circuit Court, in deed dated 3/18/2010 and recorded 3/31/2010 in the Volusia County Recorder's Office in Book 6460 Page 2418 granted and conveyed to Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp..

GRANTOR HEREBY AFFIRMS THE PROPERTY DESCRIBED HEREIN IS HOMESTEAD.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2011** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2011-155248 # 3
Book: 6631
Page: 3486
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: Regina W Orlik
Print Name: Regina W Orlik

Signature: Stephen Niswonger
Print Name: Stephen Niswonger

Wells Fargo Bank, N.A., Successor By Merger To
Wachovia Bank NA

By: Nicole Cobb

Its: REO Asset Specialist

STATE OF FL
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of August, 2011 by Nicole Cobb, REO Asset Specialist of Wells Fargo Bank, N.A., Successor By Merger To Wachovia Bank NA. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Regina W Orlik
Notary Public
Print Name: Regina W Orlik
My Commission Expires: 11/28/2014

REGINA W. ORLIK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE045443
Expires 11/28/2014

Motion:
Member Hodges moved to recommend approval for A-06-25: Sugar Mill Drive, as submitted. Member Hall seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hodges
SECONDER:	Hall
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

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

Jeff Gove, Chief Planner, outlined the Applicant's request to amend the comprehensive plan changing the future land use to commercial.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Causey moved to recommend approval for CPA-05-25: Amend the Future Land Use Map to Commercial, as submitted. Member Bien seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

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

Jeff Gove, Chief Planner, outlined the Applicant's request to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers.

Member Hodges asked whether the site includes bathrooms or clean-out stations.

Jeff Gove, Chief Planner, confirmed that the site plan includes a dump station and a tank pump located at the east end of the open canopy storage area.

Member Causey asked about a wash station, but Jeff Gove was unsure and suggested asking the developer directly.

Member Bien questioned whether the commercial future land use designation permits industrial uses like RV and boat storage.

Mr. Gove explained, the use is retail-oriented, not strictly industrial, RV/boat storage doesn't produce off-site impacts, so it fits within commercial zoning and other zoning districts like B-3 also allow this use under commercial land use.

Member Hall raised concerns about traffic flow, especially slow-turning RVs. He asked whether a turn lane or deceleration lane might be required in the future.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 81-25 Small Scale 390 Sugar Mill Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 81-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *COMMERCIAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 7.6± acres of property generally located on the west side of Sugar Mill Drive, north of State Road 44, addressed as 390 Sugar Mill Drive, from Volusia County *Urban Medium Intensity* to City *Commercial* to amend City Neighborhood Map II-1 to show the subject property is located within the Activity Center Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone A and Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Agriculture Use* to City *Agriculture Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by 2-lane roadway to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the soils with severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map

X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on October 6, 2025, by a vote of 2-4, recommended denial of the application to the City Commission; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Commercial* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Medium Intensity* to City *Commercial.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within Activity Center Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2,** is hereby amended to show the subject property is within FEMA Flood Zone A and Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Agriculture Use* to City *Agriculture Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the east.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the east.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the east.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by 2-lane roadway to the east.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/3/2025

EXHIBIT "A"

EXISTING FUTURE LAND USE DESIGNATIONS

A-6-25

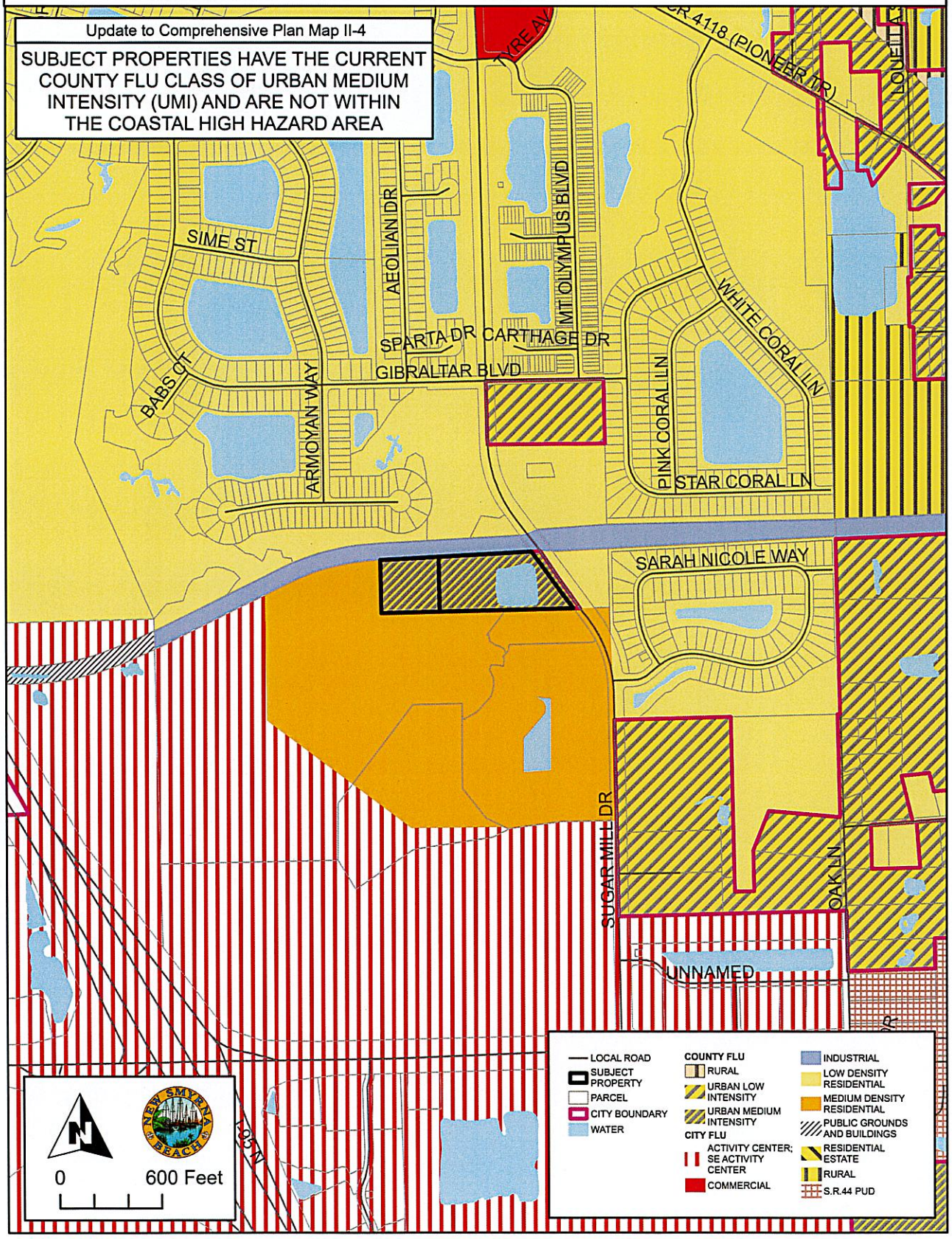


EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-25

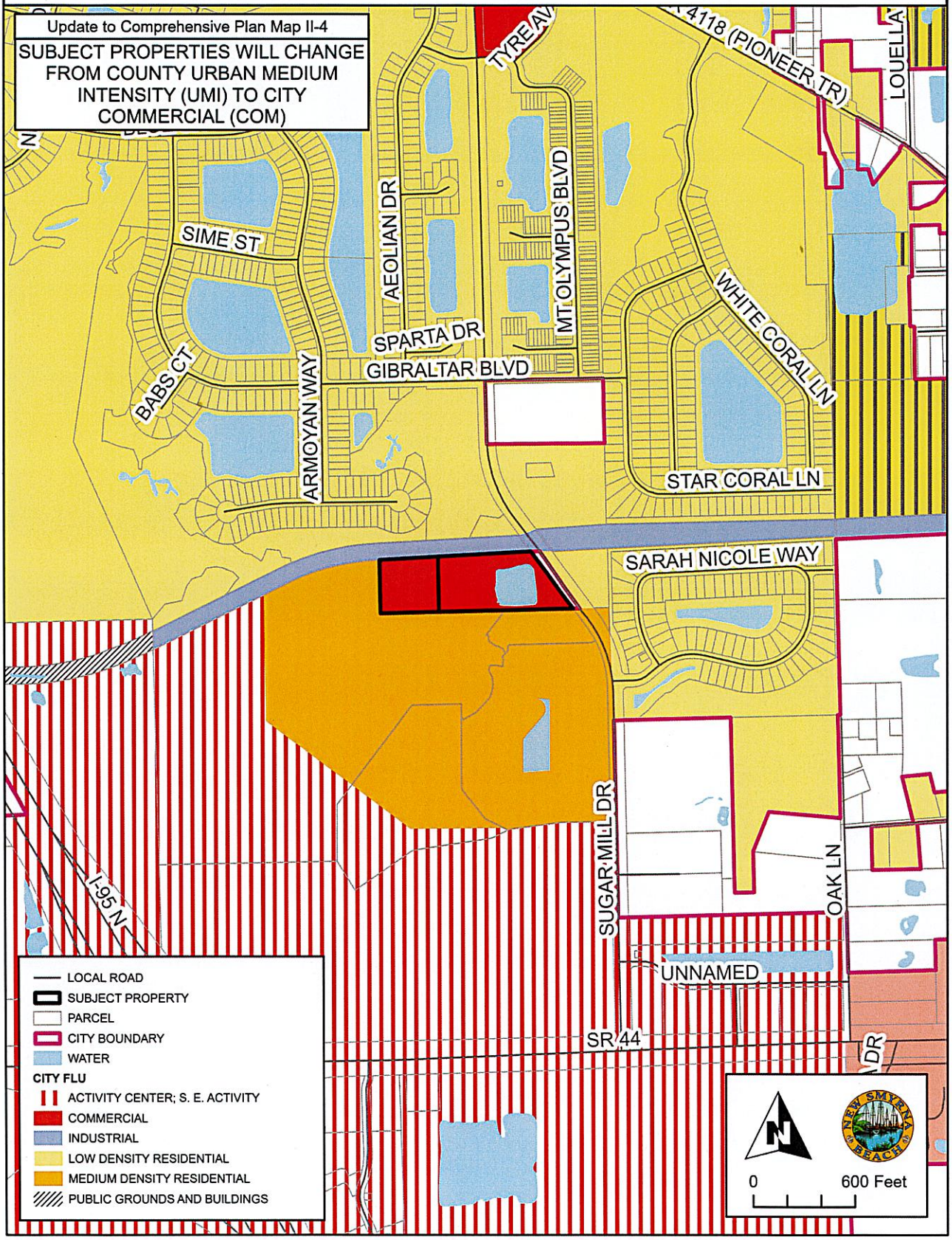
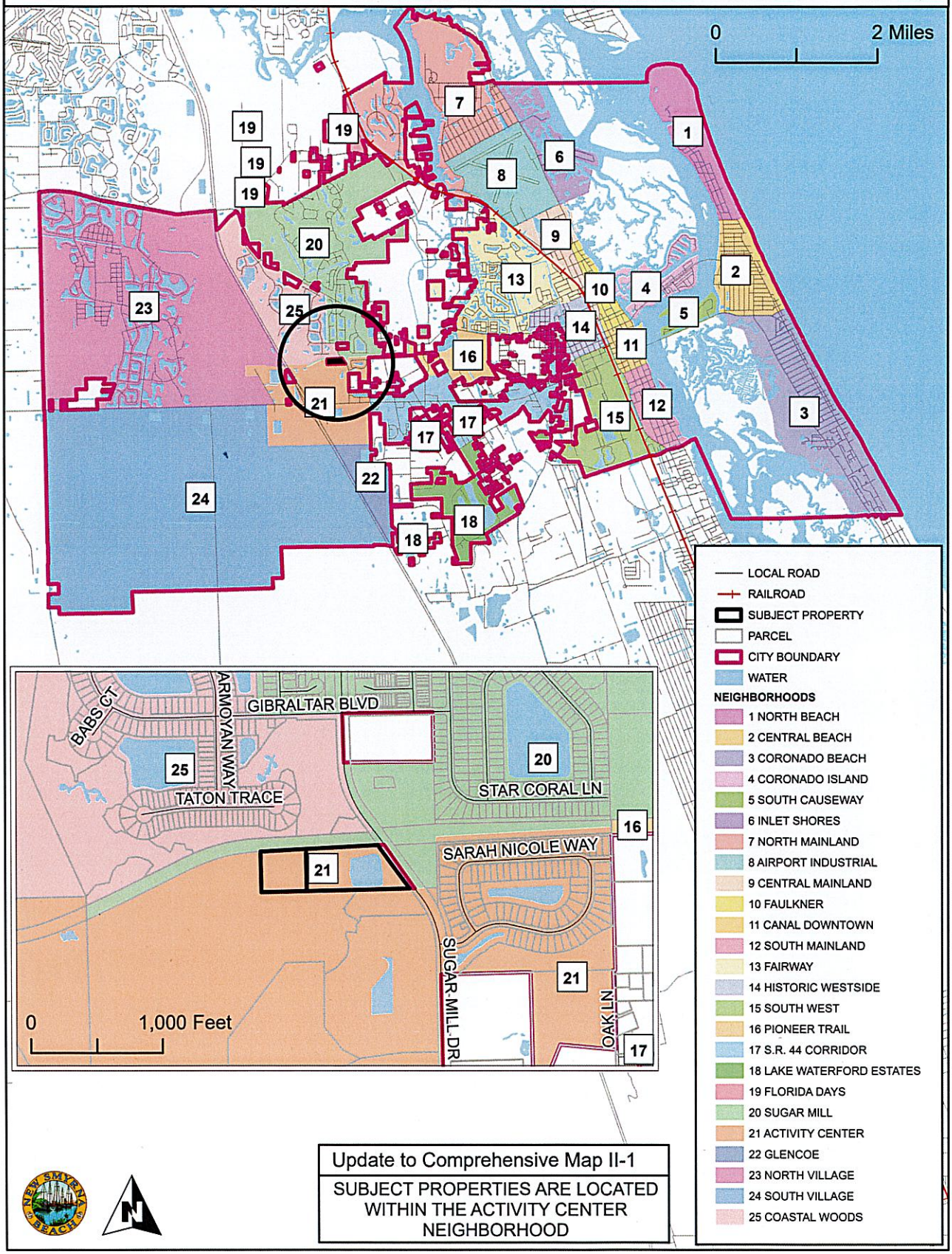


EXHIBIT "B"

NEIGHBORHOODS

A-6-25



Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-6-25

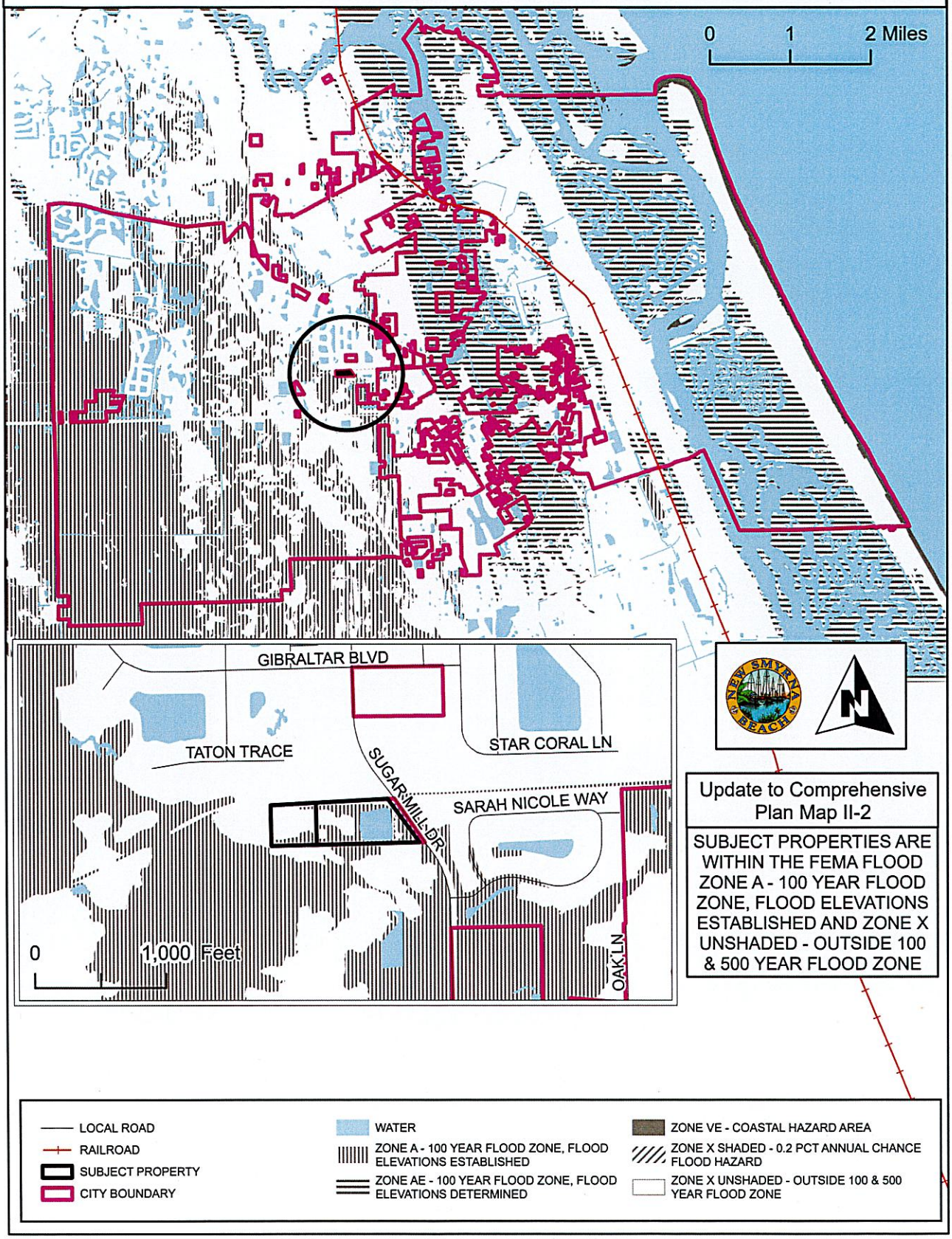
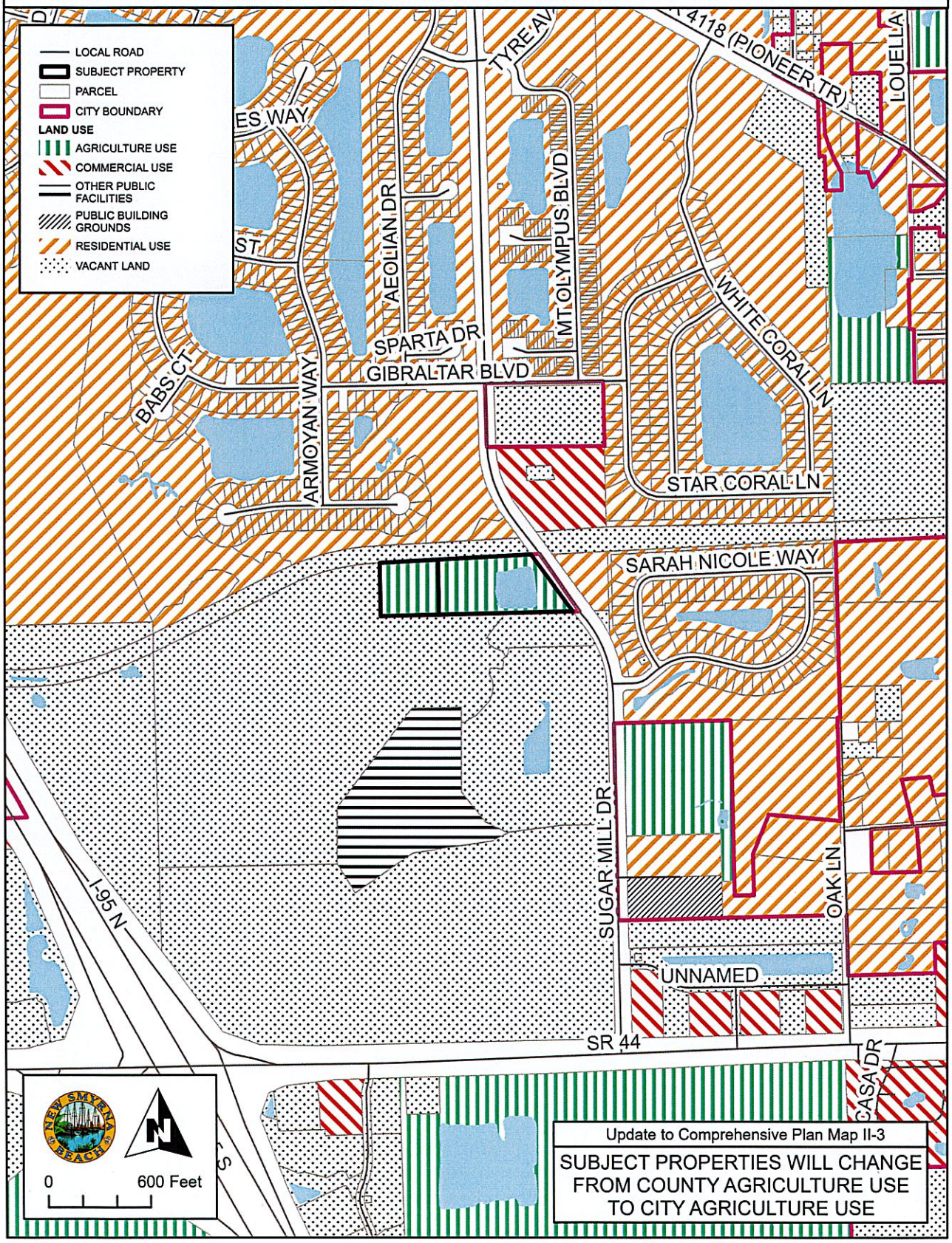


EXHIBIT "D"

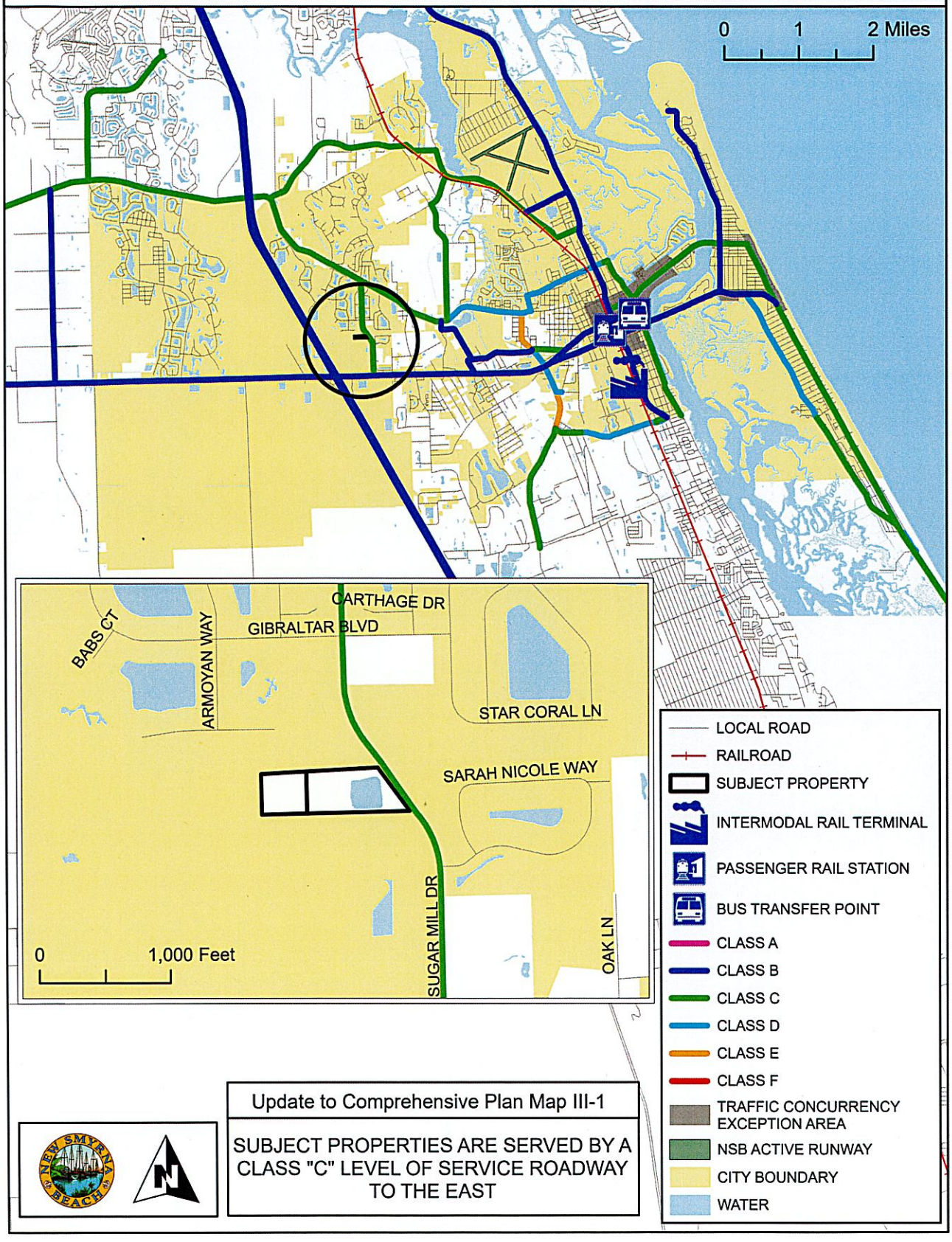
EXISTING LAND USE DESIGNATIONS

A-6-25



EXISTING LEVEL OF SERVICE - 2009

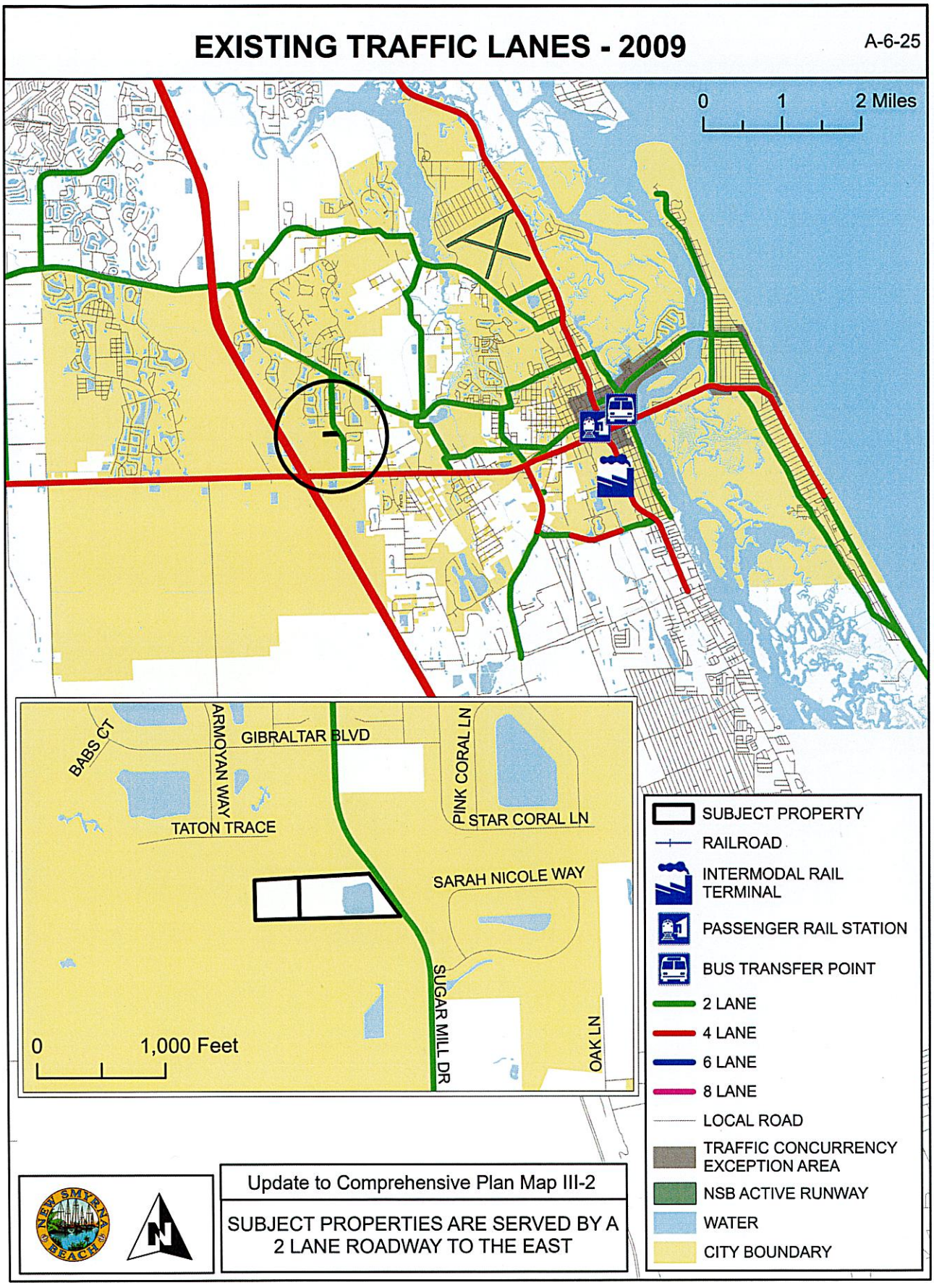
A-6-25



Update to Comprehensive Plan Map III-1

SUBJECT PROPERTIES ARE SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE EAST

EXHIBIT "F"


EXISTING TRAFFIC LANES - 2009
A-6-25
0 1 2 Miles
BABS CT
ARMOYAN WAY
GIBRALTAR BLVD
PINK CORAL LN
STAR CORAL LN
TATON TRACE
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
NEW SMYRNA BEACH
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

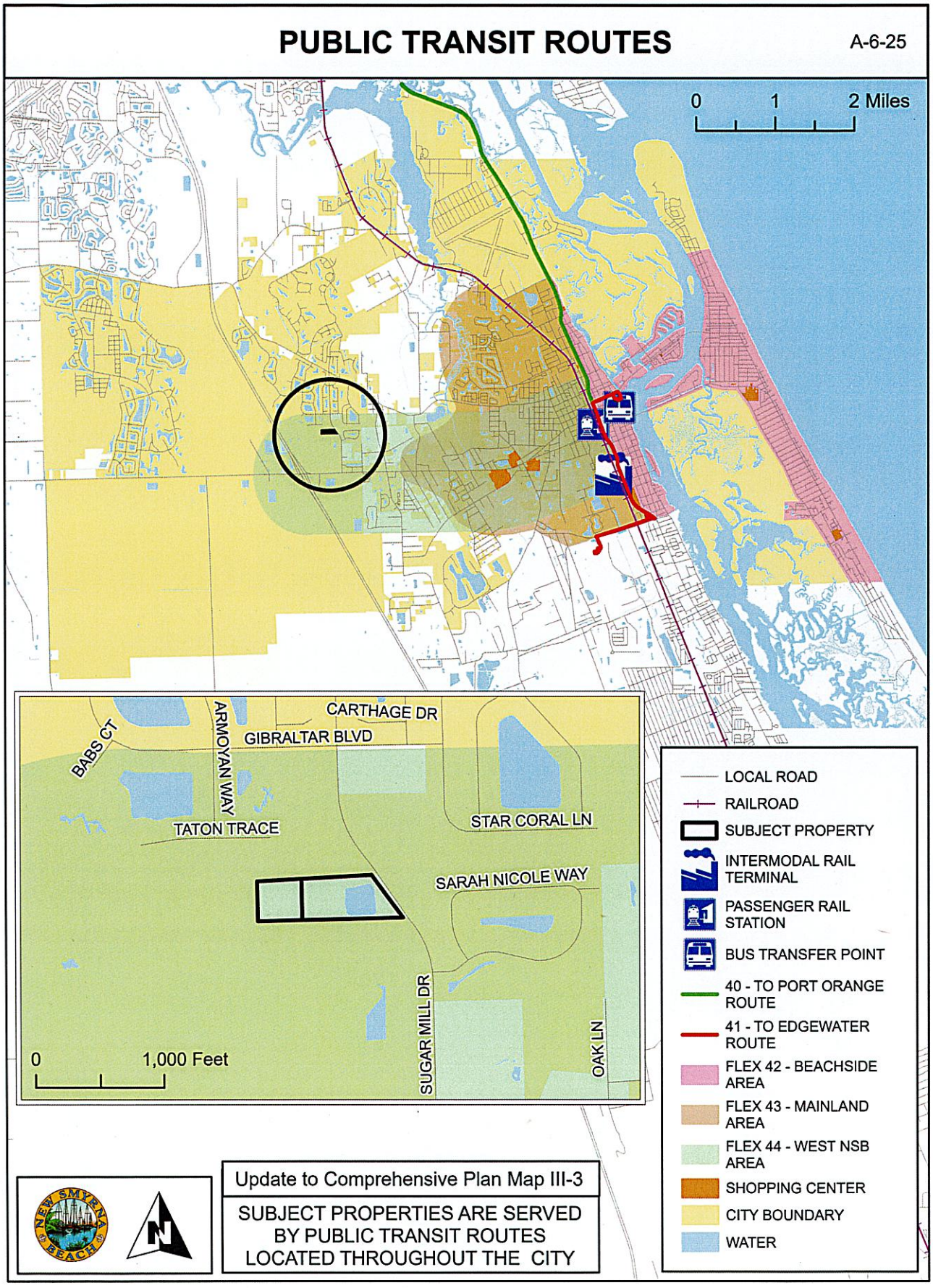

PUBLIC TRANSIT ROUTES
A-6-25
0
1
2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTIES ARE SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

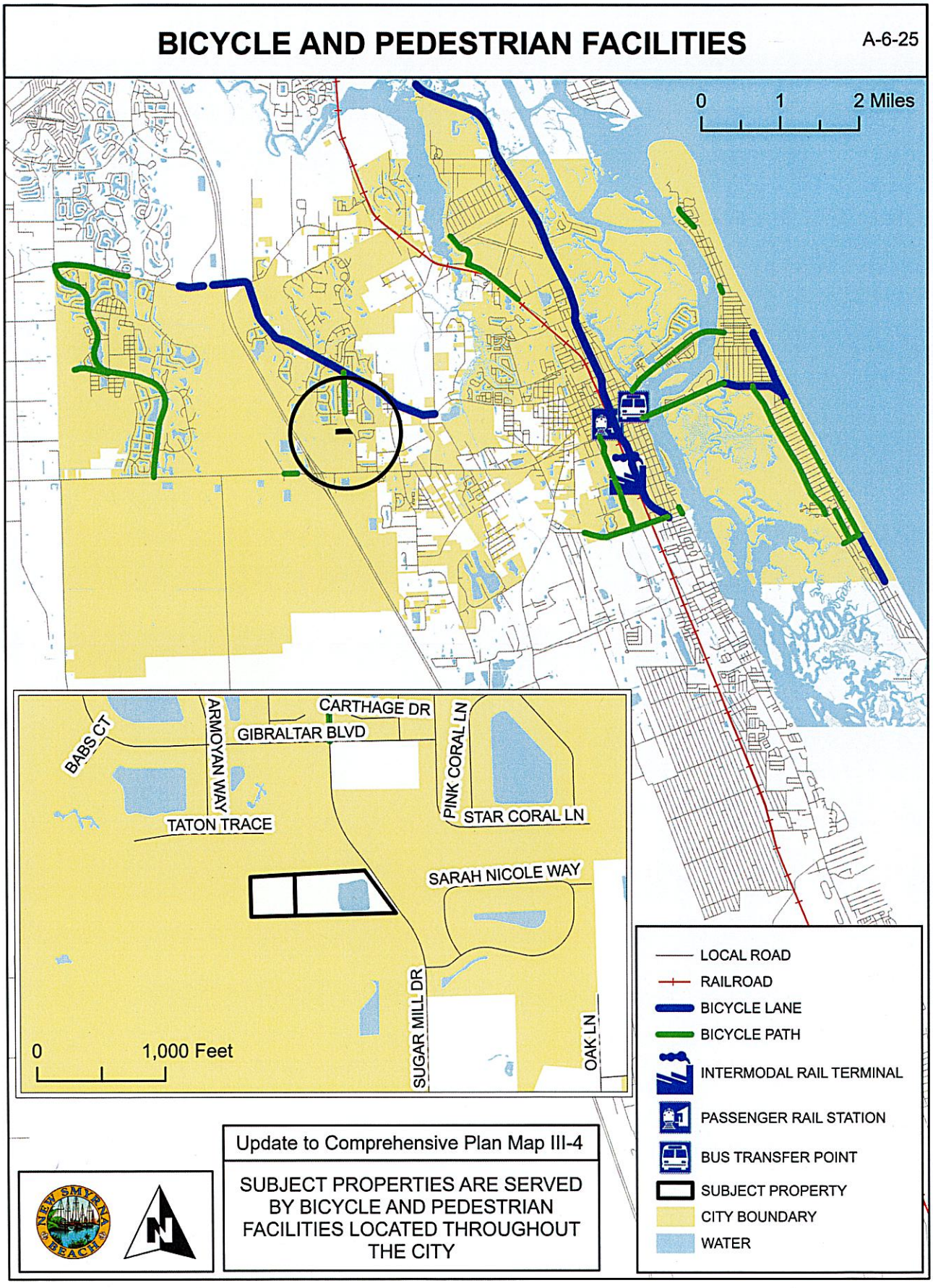
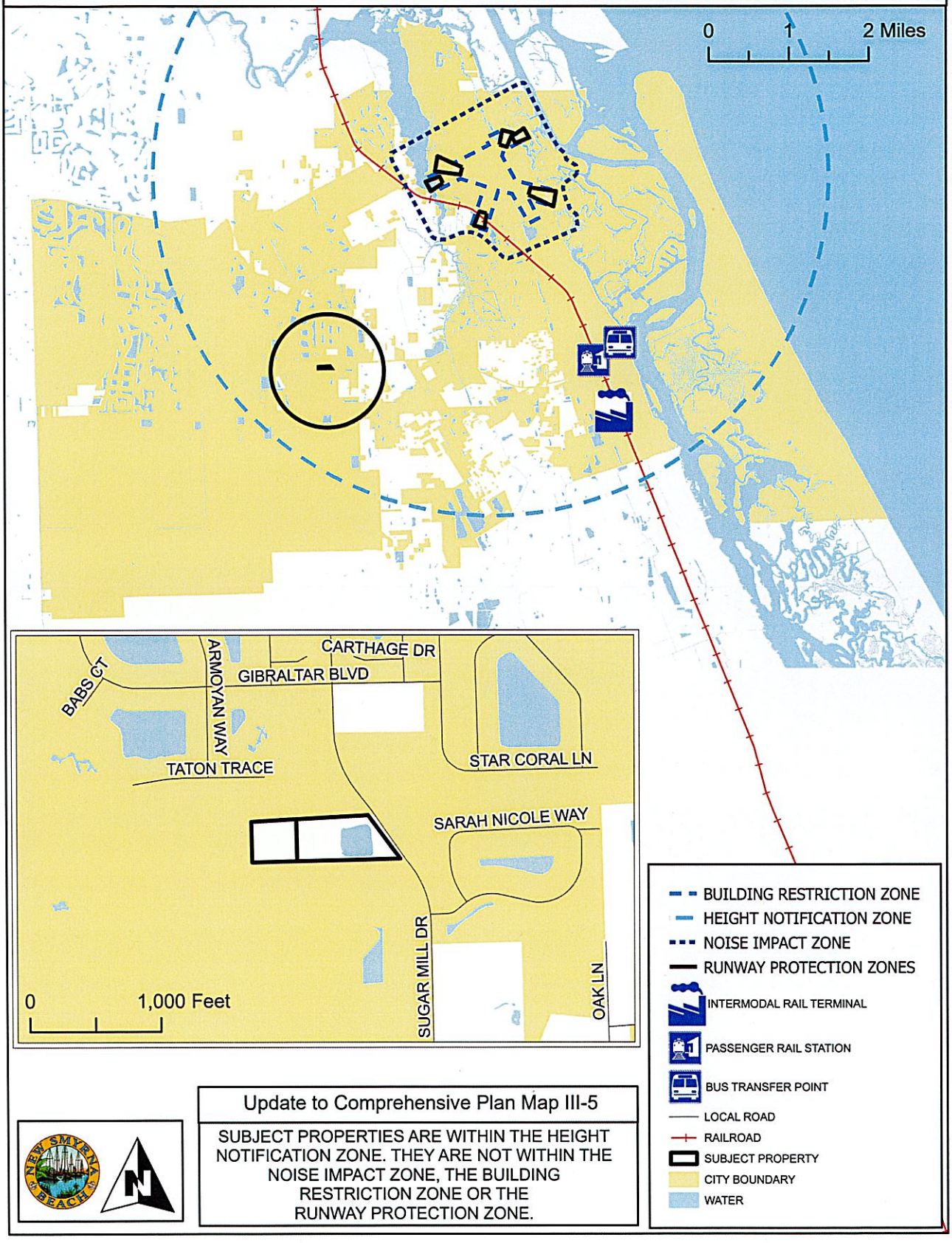

BICYCLE AND PEDESTRIAN FACILITIES
A-6-25
0 1 2 Miles
BABS CT
ARMOYAN WAY
CARTHAGE DR
GIBRALTAR BLVD
PINK CORAL LN
STAR CORAL LN
TATON TRACE
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTIES ARE SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

A-6-25

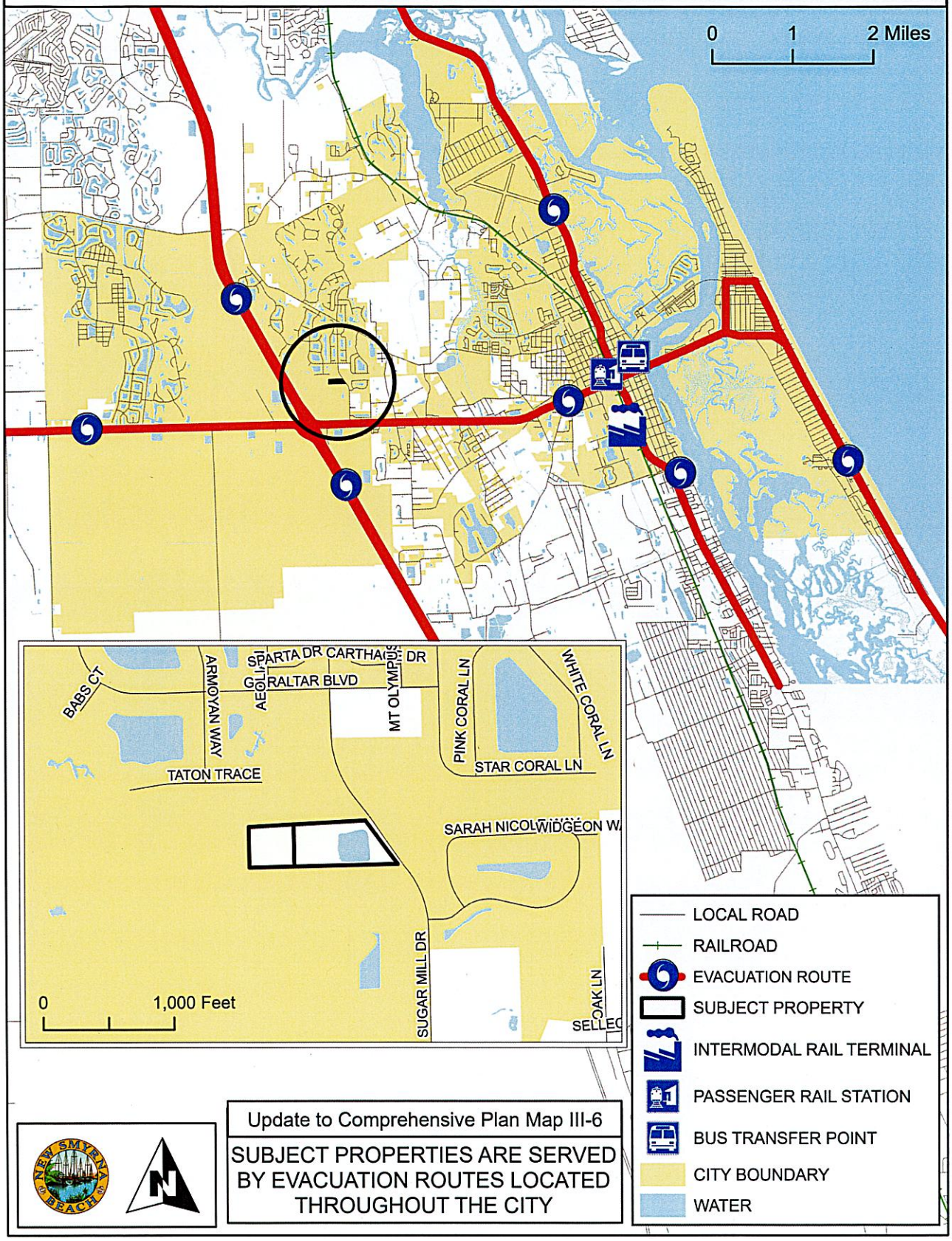


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTIES ARE WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

A-6-25



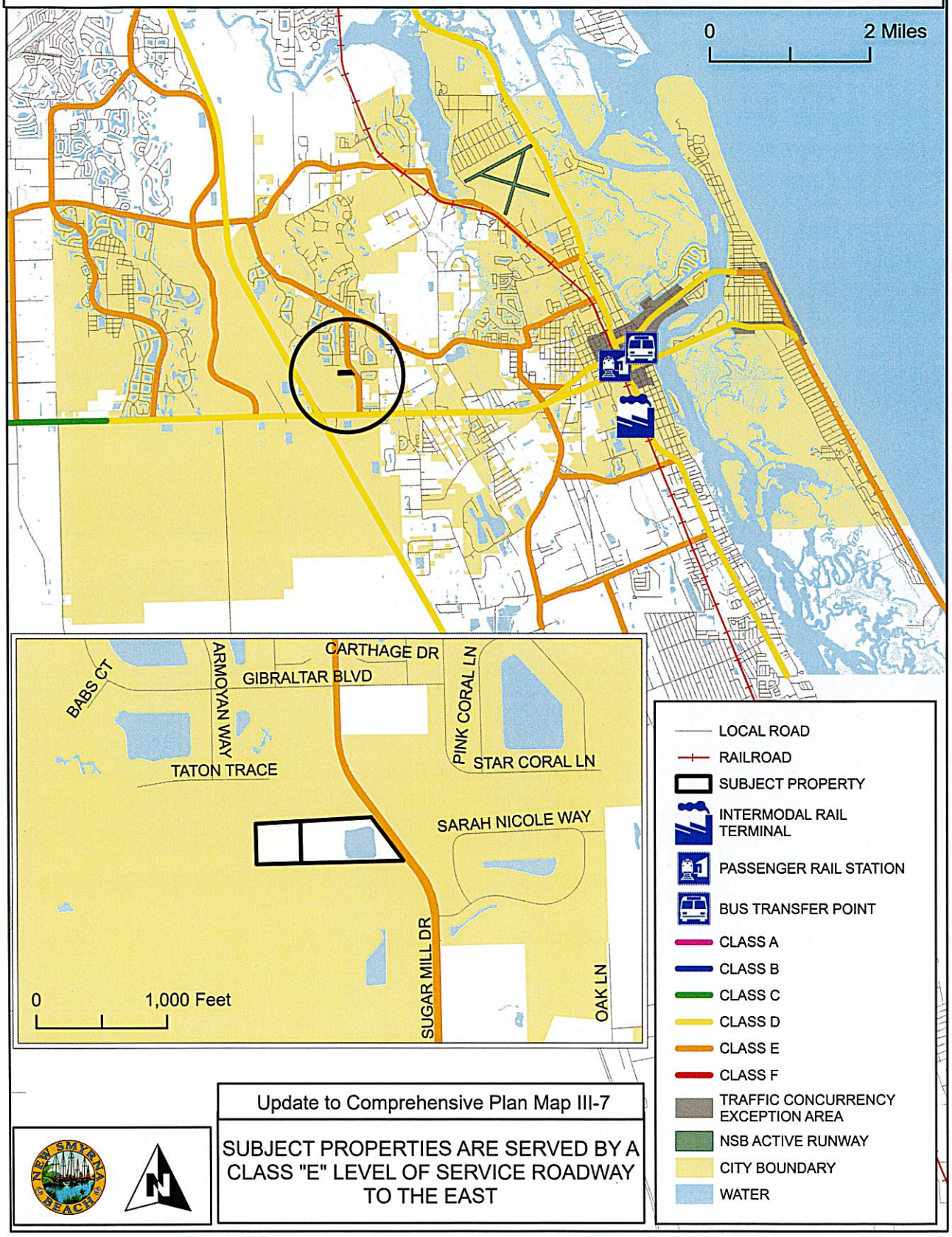
Update to Comprehensive Plan Map III-6

SUBJECT PROPERTIES ARE SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

LEVEL OF SERVICE - 2025

A-6-25



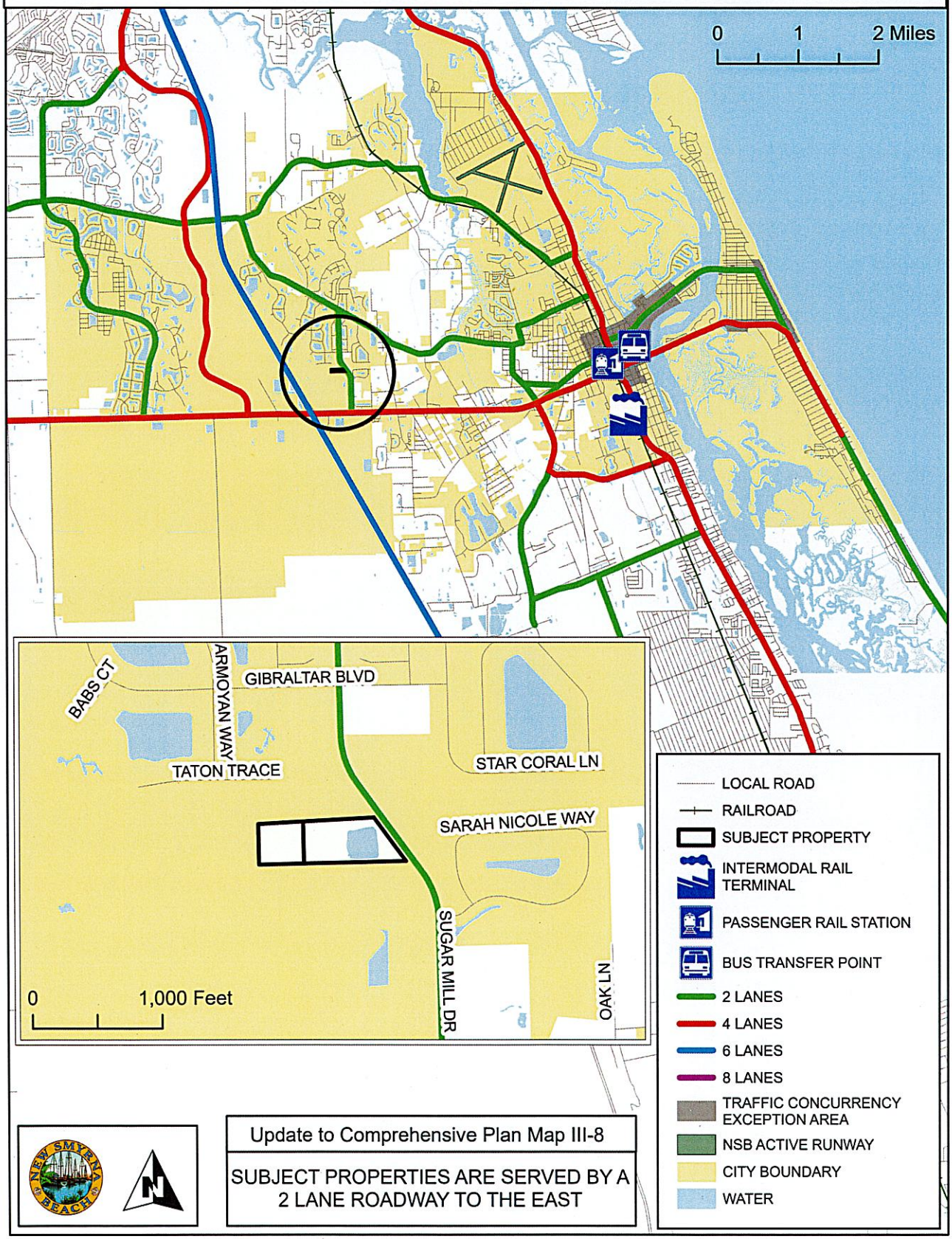
Update to Comprehensive Plan Map III-7

SUBJECT PROPERTIES ARE SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST

EXHIBIT "L"

NUMBER OF TRAFFIC LANES - 2025

A-6-25

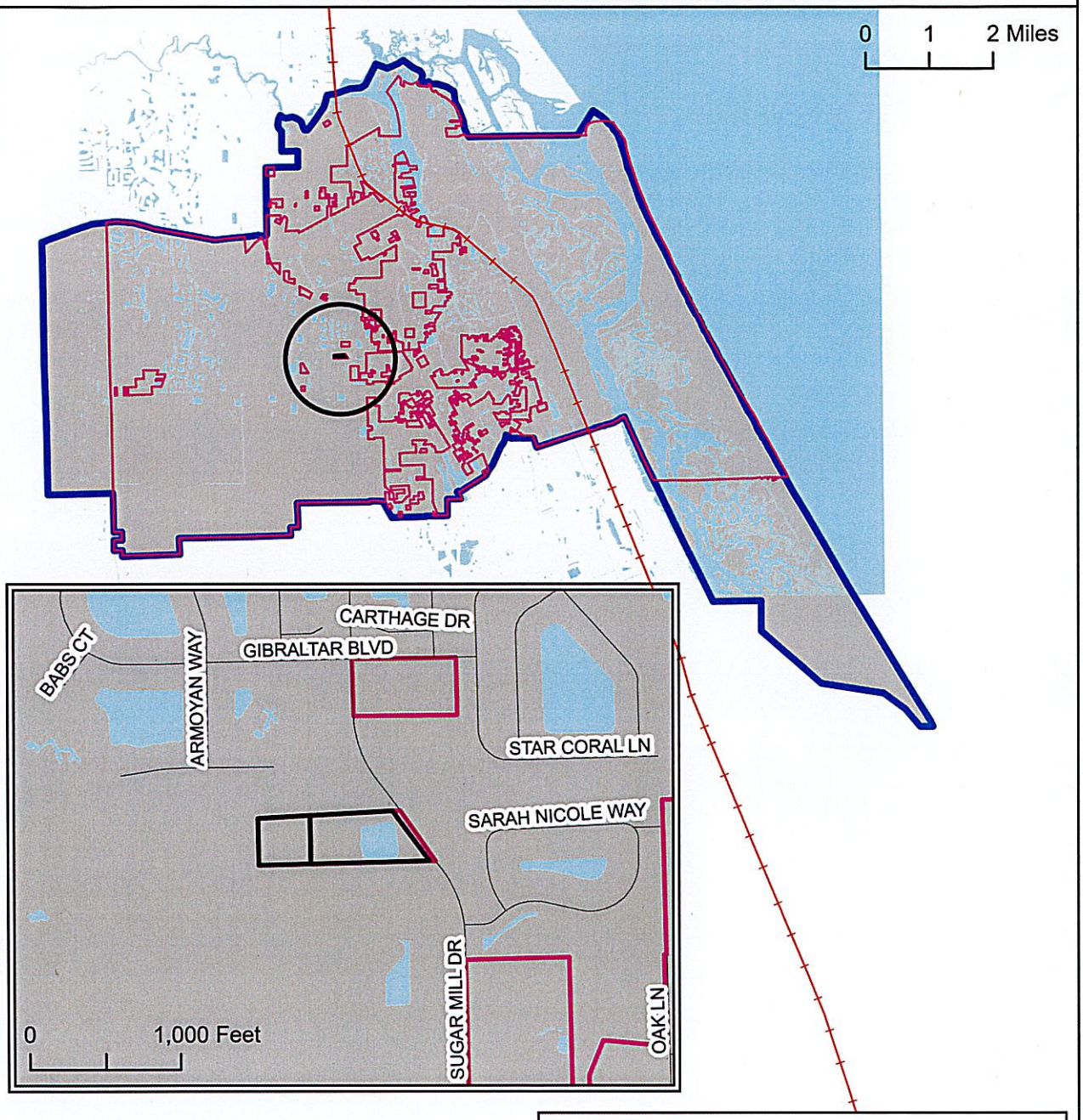


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

WATER AND SEWER SERVICE AREA

A-6-25



Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

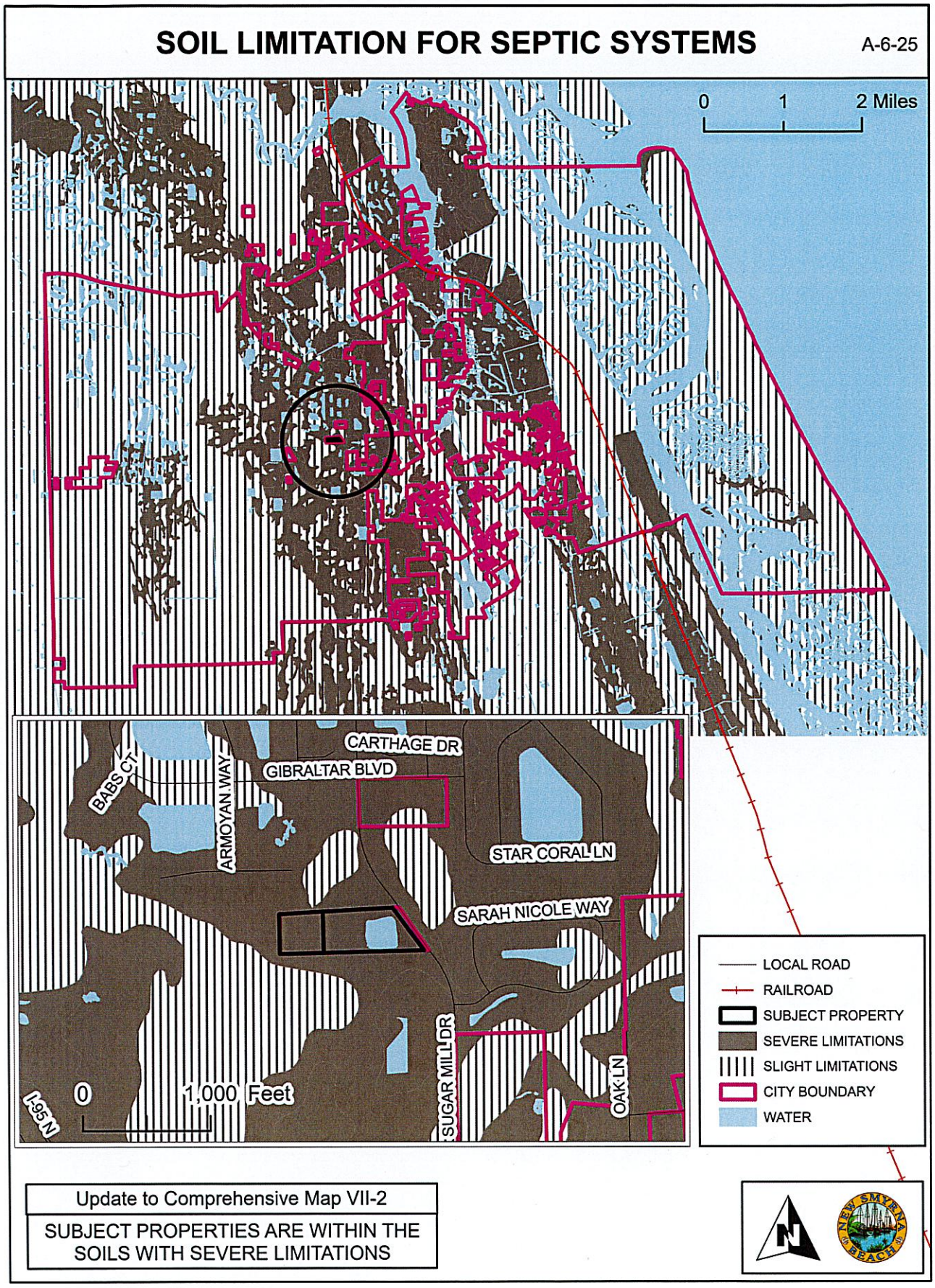

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-6-25
0
1
2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
I-95 N
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

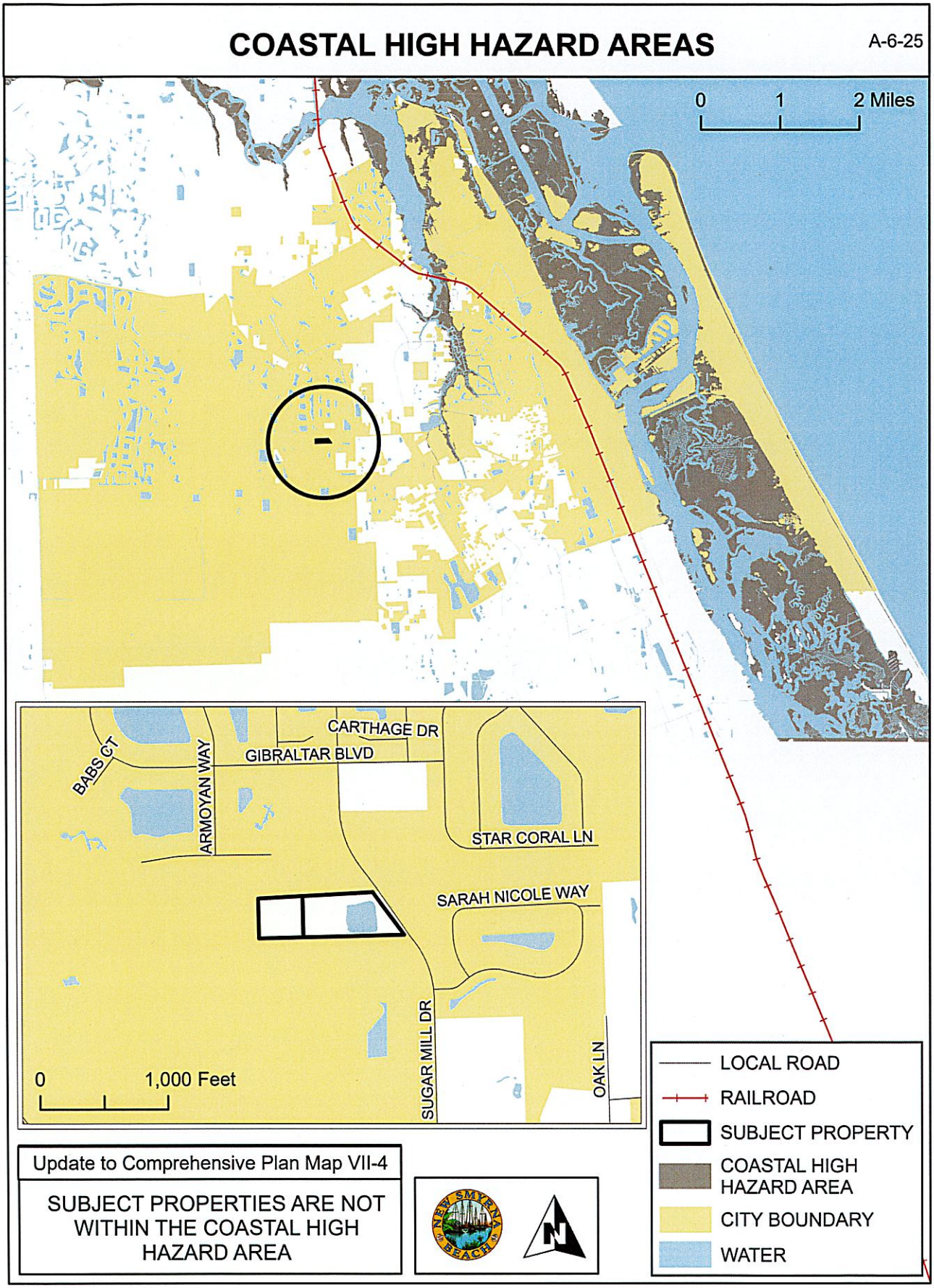
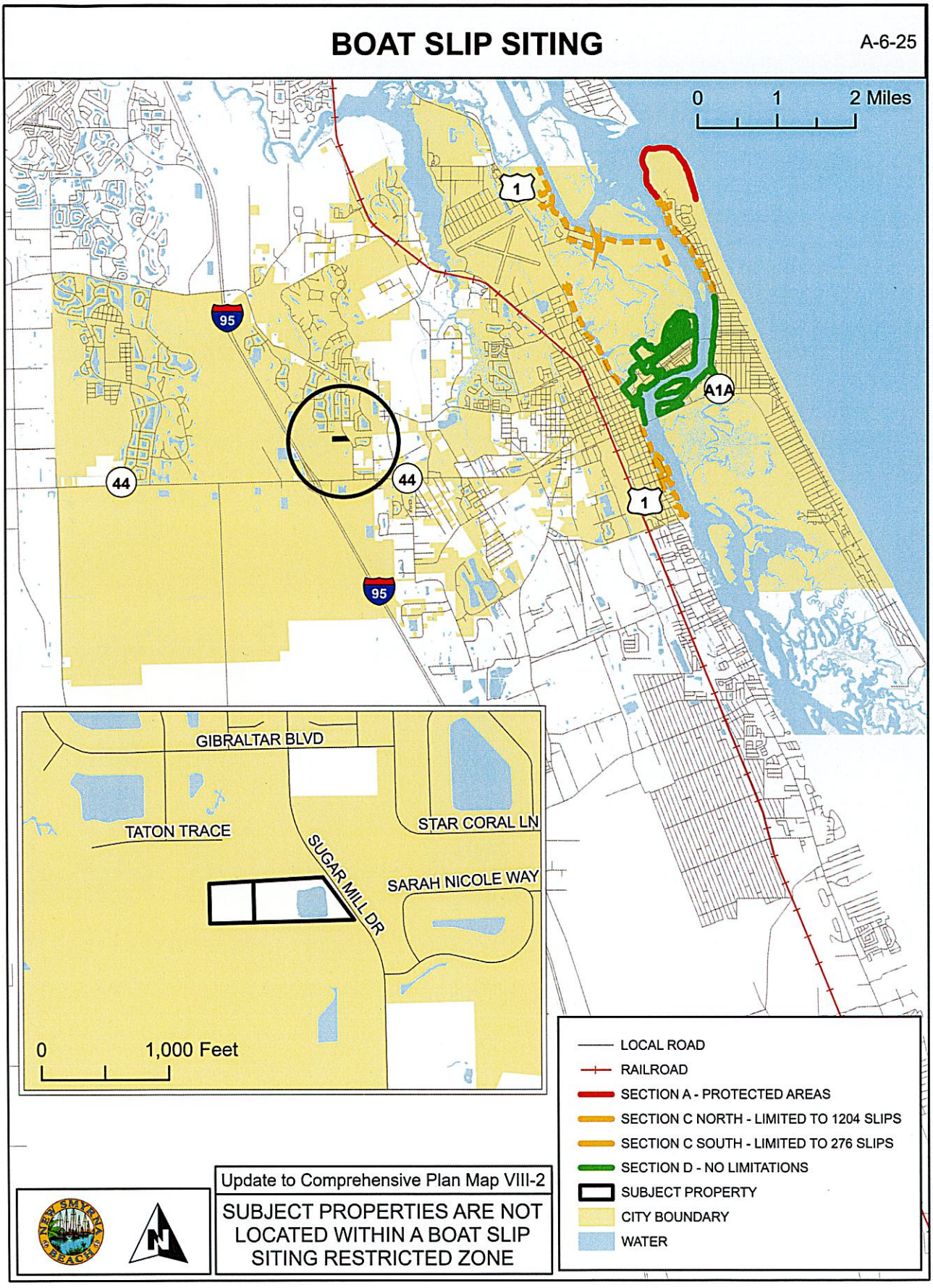
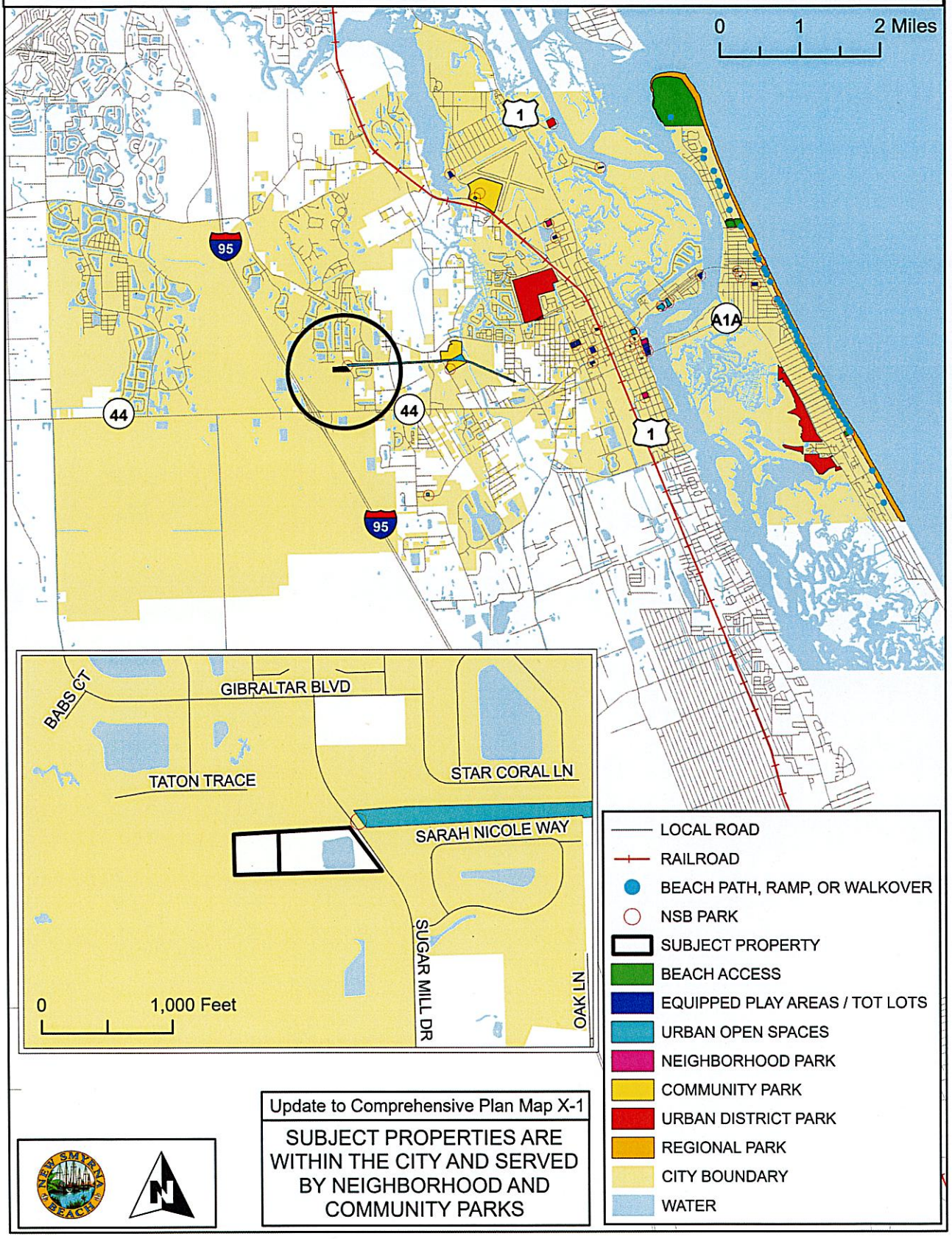

COASTAL HIGH HAZARD AREAS
A-6-25
0 1 2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTIES ARE NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH

EXHIBIT "P"


BOAT SLIP SITING
A-6-25
0 1 2 Miles
1
95
44
44
95
A1A
1
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SUGAR MILL DR
SARAH NICOLE WAY
0 1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTIES ARE NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

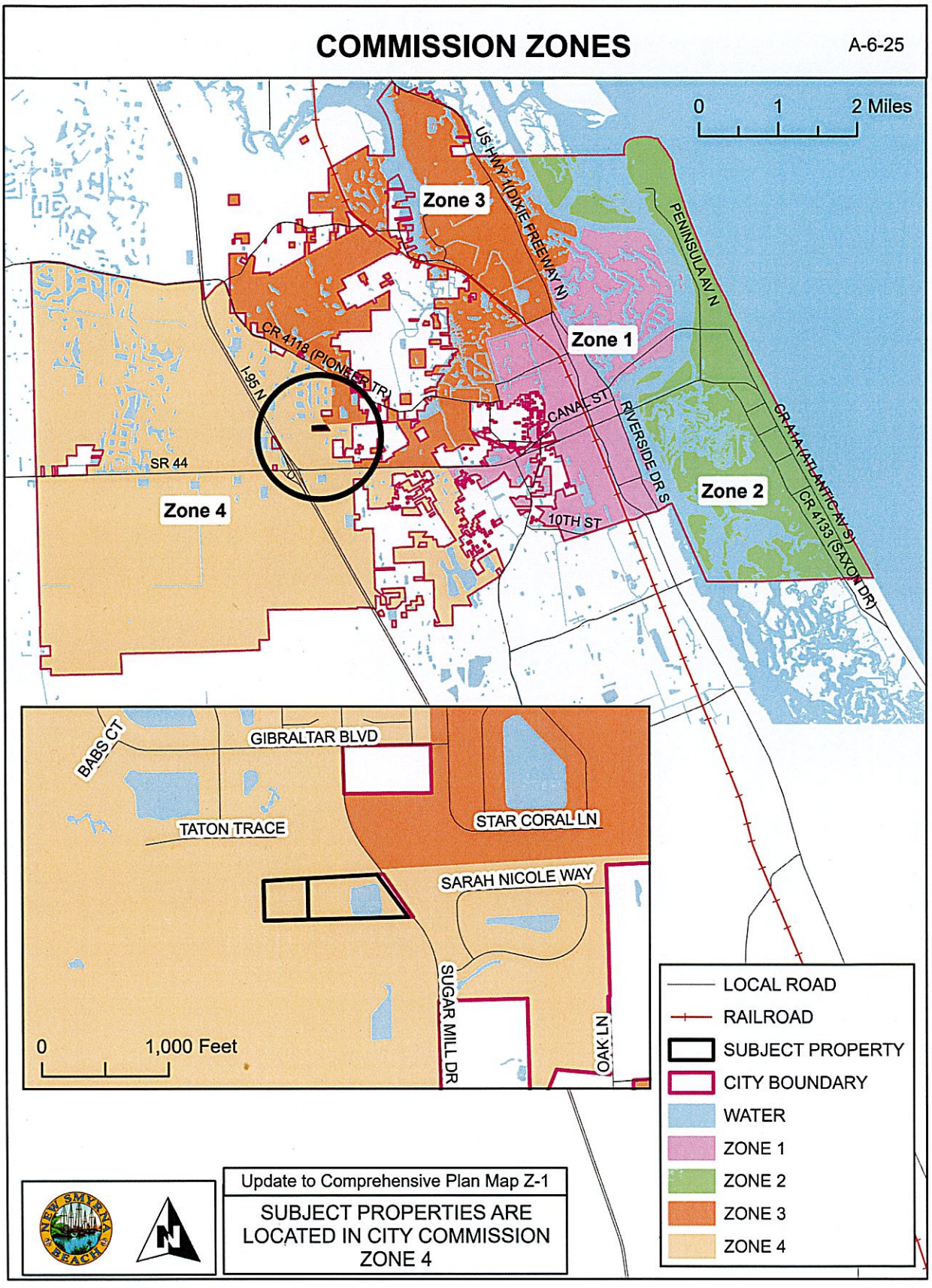
A-6-25



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-6-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
LCR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
BABS CT
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 82-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD APPROVE A PROPOSED REZONING APPLICATION TO CHANGE THE CURRENT ZONING FROM COUNTY PUD TO CITY PUD ON APPROXIMATELY 7.6 ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE, WHICH IS ALSO ASSOCIATED WITH COMPANION AND CONCURRENT APPLICATIONS FOR ANNEXATION AND A REVISED CPA FLU DESIGNATION.

November 11, 2025

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Rezoning from Volusia County PUD (now expired) to proposed City PUD, to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers. The site is currently within unincorporated Volusia County and is an enclave surrounded by the City on all sides. It also is the subject of two concurrent and companion applications to the City, one for Annexation into the City (A- 06-25) and the second for a Comprehensive Plan Amendment to change the Future Land Use (FLU) from the current Volusia County FLU of Urban Medium Intensity (UMI) to City Commercial FLU (CPA-05-25).

Site Information: 7.6 acres that are currently undeveloped, and located on the West side of Sugar Mill Drive, north of State Road 44 and south of Pioneer Trail.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125

Exhibits Provided:

Exhibit A - Location Map

Exhibit B - Aerial Map

Exhibit C – Existing Zoning Map

Exhibit D – Proposed FLU Map (pending concurrent/companion CPA FLU application CPA-

05-25)

Exhibit E - Prior/2005 (now expired) Volusia County PUD Master Development Agreement (MDA) for site

Exhibit F – Existing Neighborhood Map

Exhibit G – Survey

Exhibit H - Proposed PUD Master Development Agreement (MDA)

Exhibit I - Proposed Conceptual Development Plan (CDP), 2 sheets

Exhibit J - Proposed Architectural Renderings, 7 Sheets

Exhibit K - Minutes (draft) of 10-6-25 P & Z Board Mtg. re PUD Item 5.D.pdf

Findings:

A. This rezoning application seeks to create a new Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for this site, to allow for a new commercial facility for Boat and Recreational Vehicle (RV) covered storage. The MDA and CDP could contain a maximum total of one hundred forty-seven sixty (147) individual boat and RV storage stalls (a/k/a “spaces”) and related infrastructure.

B. This site is now considered an enclave, being within unincorporated Volusia County while surrounded on all its boundaries by properties within the City Limits. Accordingly, there are two other pending concurrent and companion applications submitted with this. One is for Annexation, to bring this property within the City Limits (as Case # A- 06-25), and the second for a Comprehensive Plan Amendment (CPA) to change the current Future Land Use (FLU) designation from the current Volusia County FLU of Urban Medium Intensity (UMI) to the City FLU of Commercial (as CPA-05-25, and as shown on **Exhibit D**). Both of those applications need to be approved in order for this PUD zoning application to also be approved. The site is currently shown on the **Exhibit C** Existing Zoning Map as being zoned PUD under Volusia County, by the attached recorded MDA document (**Exhibit E**). That 2005 Agreement with Volusia County is now expired and no longer applicable for its development, but previously allowed for this 7.6 acre site to be developed as a Multi-Family project with a maximum of 93 Residential Units. This zoning application instead seeks to maintain its prior and current PUD zoning, but within the City instead and for this single purpose of Boat and Recreational Vehicle (RV) storage.

C. The total subject property consists of approximately 7.6 acres and is located on the west side of Sugar Mill Drive, generally between SR 44 to the south and Pioneer Trail to the north. The site is within the Activity Center neighborhood area as designated by the City Comprehensive Plan (and shown on the **Exhibit F** Existing Neighborhood Map, where the # 21 appears on the blow-up portion), and also adjacent to and surrounded by the 850 acre Coastal Woods PUD area to the north, west, and south, some of which (further south and west) is now within the AdventHealth PUD. Immediately adjacent to the north of the site is a 100' wide former railroad right-of-way corridor that is largely cleared and now used by the NSBU for utility lines, and which is zoned City I-2, Heavy Industry. Immediately south is a wetland area that is part of the AdventHealth PUD and included in previously permitted stormwater plans to be excavated for a wet detention pond, upon future development of the AdventHealth site. Adjacent areas to the west are within the Coastal Woods PUD, and largely are wetland areas designated as Conservation Easements dedicated to the SJRWMD.

D. This site configuration and its dimensions are shown on various Exhibits (most clearly on the **Exhibit G** Survey) as being somewhat rectangular, with an angled frontage of 413' on Sugar Mill Drive being its only possible roadway access. Sugar Mill Drive is considered a collector road under the maintenance and permitting control of Volusia County, and is a 100' wide right-of-way with a two lane roadway adjacent to this site and signalized intersections to the north (Pioneer Trail) and south (SR 44). The site is also somewhat isolated by the adjoining parcels, with the NSBU Utility Corridor to the north and existing wetlands to the west and south. There are a number of exhibits provided which show the site and all neighboring properties surrounding the subject parcel area, including **Exhibits A-D, F, & I**.

E. As shown on the **Exhibit I** Conceptual Development Plans (CDP) and **Exhibit J** Architectural Plans, the only proposed access to the site will be from the single driveway connection to Sugar Mill Drive, subject to future permitting for that through Volusia County, including associated improvements and/or modifications for turn lanes, etc. The applicant is seeking this PUD rezoning in the City prior to pursuing those Volusia County permitting processes, which would also be done concurrent with any future City Site Plan application and approval process to follow, should this proposed PUD and its CDP be approved. In addition, if this application is approved by the City, a City Class III Site Plan approval would also be required for the attached CDP, which would then entail full plans for engineering, utilities, stormwater management, landscaping, etc., to be reviewed by City Staff and come before the City Planning and Zoning Board at a future date for final review and approval prior to construction.

F. Concerning the **Exhibit I** CDP, that shows two different types of storage areas, all containing angled parking spaces within either enclosed buildings, or outside on paved

parking areas that possibly may be under covered canopies with no side walls. The enclosed buildings are proposed at the north and east sides of the site, where they would be most visible to neighbors and the traveling public on Sugar Mill Drive, and would thus block any views of those internally stored vehicles and/or boats. The proposed outside parking areas and/or canopy structures are within the interior of the site and near the south property line, adjacent to undeveloped and natural areas of the Coastal Woods PUD that have no access to any existing roadways and also have not been shown on any prior applications to be proposed for any remaining development other than stormwater management.

G. Landscape Buffer Areas are proposed and shown on the **Exhibit I** CDP and **Exhibit J** Architectural Plans for the perimeter of the site, with those being 20’ wide on the North, West, and South Sides, and 25’ on the East side facing Sugar Mill Drive. That East Buffer area will be outside of and exclusive from the 25’ wide Utility Easement also proposed along that same Sugar Mill Drive frontage. Along with these two areas, a proposed 10’ wide Bike Path/Sidewalk is to be constructed with this project, to link to segments of this same type Bike Path/Sidewalk to the north and south along Sugar Mill Drive, including the current western terminus/Trailhead of the Multi-Use Trail on the East side of Sugar Mill Drive, which is also within that same NSBU 100' wide Utility Corridor.

H. The proposed 147 total RV and Boat Storage spaces will accommodate a variety of sizes, with the 42 spaces within the enclosed buildings to be 16’ wide by 50’ deep. The Outdoor Parking Areas are proposed for 39 spaces to be 12' x 50', and for the other 66 spaces to be 12' x 40', all connecting to one of two 40' wide drive aisles provided. The MDA and CDP also propose that potential alternative option of Canopy coverings over these Outdoor Storage spaces, for a potential maximum of over 100,000 SF of building roof and/or canopy. Those buildings and possible canopies will need to meet the proposed 25’ maximum building height.

I. The CDP is consistent with two specific stipulations offered with the companion application for CPA FLU revision, for the Maximum FAR permitted to be 0.5 in place of the 2.0 FAR that would ordinarily apply in the Commercial FLU now being requested, and for the maximum residential density of 8 units per acre as now permitted by the existing County Urban Medium Intensity (UMI) FLU that currently applies to the site, although no residences are proposed with this PUD zoning application.

J. The proposed site is largely cleared, with most existing trees found along the site perimeters, as shown on the **Exhibit I** CDP Sheet 2. That CDP and other Exhibits also show

a 39” DBH Historic Oak Tree within the front portion of the site, with that Historic Tree shown adjacent to the front driveway entranceway and to be preserved in place.

K. Staff has reviewed this application and the unique circumstances of the proposed site location and configuration, and feels the proposed storage use is an appropriate one for this site. The proposed storage use will generate minimal vehicle traffic in comparison to other possible and much more active proposed uses on this section of Sugar Mill Drive. The proposed site is also separated from any possible conflicting neighboring uses, and has proposed various methods to screen and buffer its proposed use, including the size and location of the two proposed buildings.

RECOMMENDATION

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted 2-4 on this application, which failed to give the City Commission a positive recommendation to approve the requested PUD Rezoning amendment. A copy of the Draft Minutes for that Meeting Item 5.D. is attached (as **Exhibit K**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

Based on the Findings listed above, staff recommends the City Commission approve the proposed PUD zoning and its associated MDA/CDP, contingent upon concurrent applications also being approved for Annexation and CPA FLU revision.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

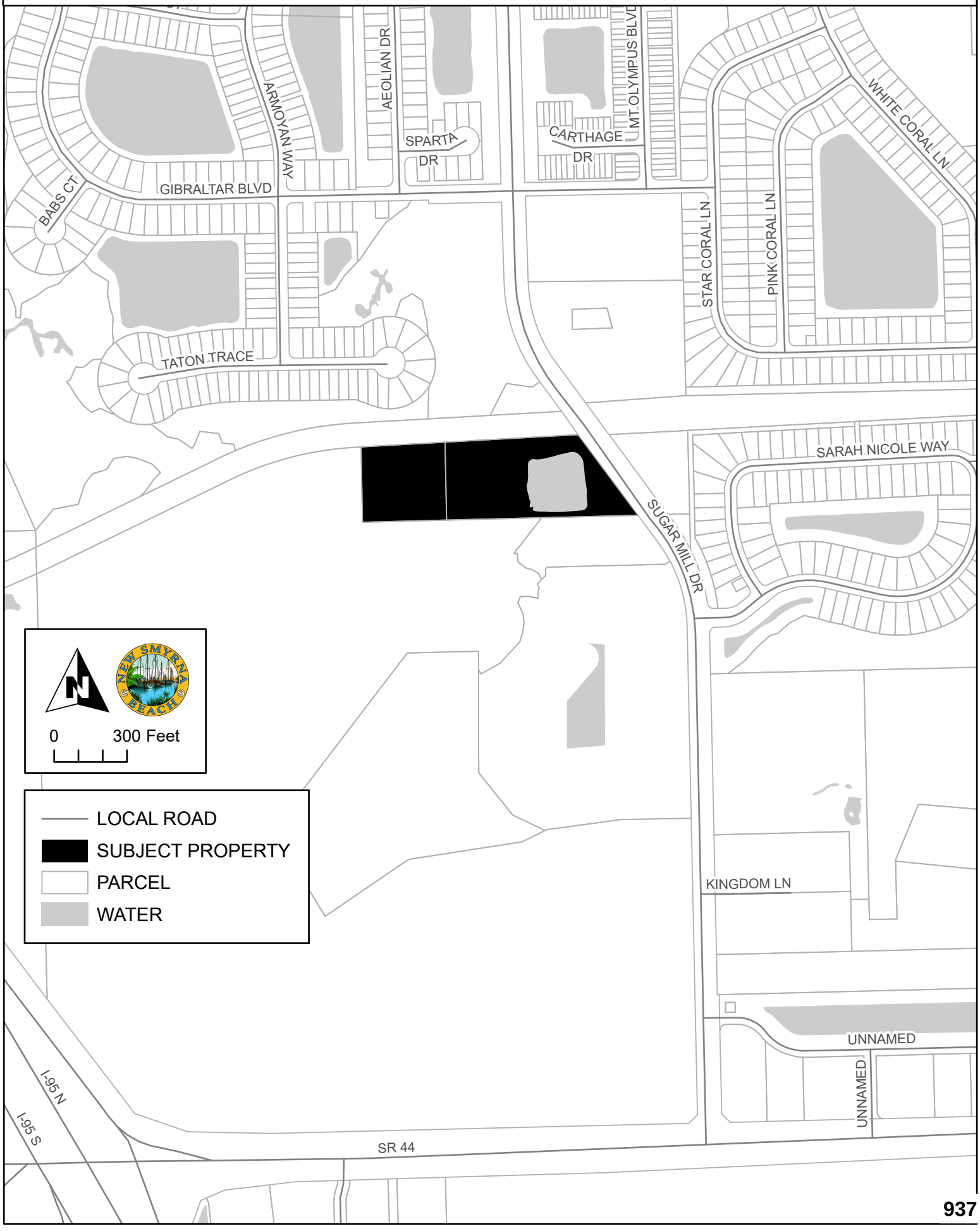
Staff Report Created By: Jeff Gove - Chief Planner

Attachments:

Ex. A - Location Map PUD-6-25.pdf
Ex. B - Aerial Map PUD-6-25.pdf
Ex. C - Existing Zoning Map PUD-6-25 .pdf
Ex. D -Proposed FLU Map PUD-6-25 .pdf
Ex. E - Expired 2005 Vol Co PUD MDA.pdf
Ex. F - Neighborhood Map.pdf
Ex. G - Survey.pdf

Ex. H - PUD MDA - Sugar Mill Boat RV Updated 9-26-25 Clean Version.pdf
Ex. I - CDP 9-25-25 Site Plan Drawings.pdf
Ex. J - Architectural Elevations 2.pdf
Ex. K - Minutes (draft) of 10-6-25 P & Z Board Mtg. re PUD Item 5.D.pdf
Business Impact Estimate - Ord 82-25 390 Sugar Mill Dr.pdf
Ord 82-25 Rezoning Sugar Mill Boat and RV PUD MDA.pdf

PUD-6-25: SUGAR MILL BOAT & RV PUD-MDA
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

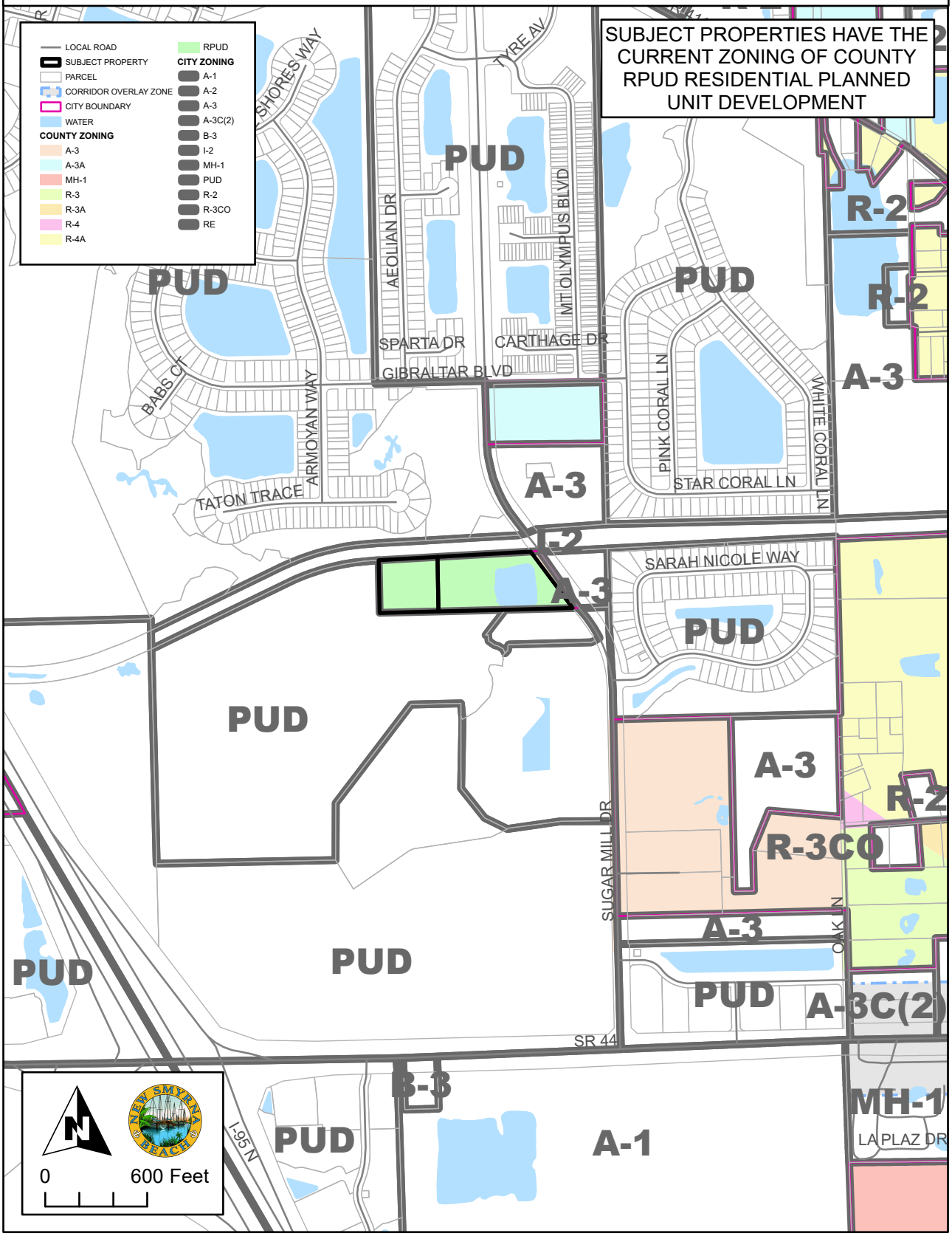


PUD-6-25: SUGAR MILL BOAT & RV PUD-MDA
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP

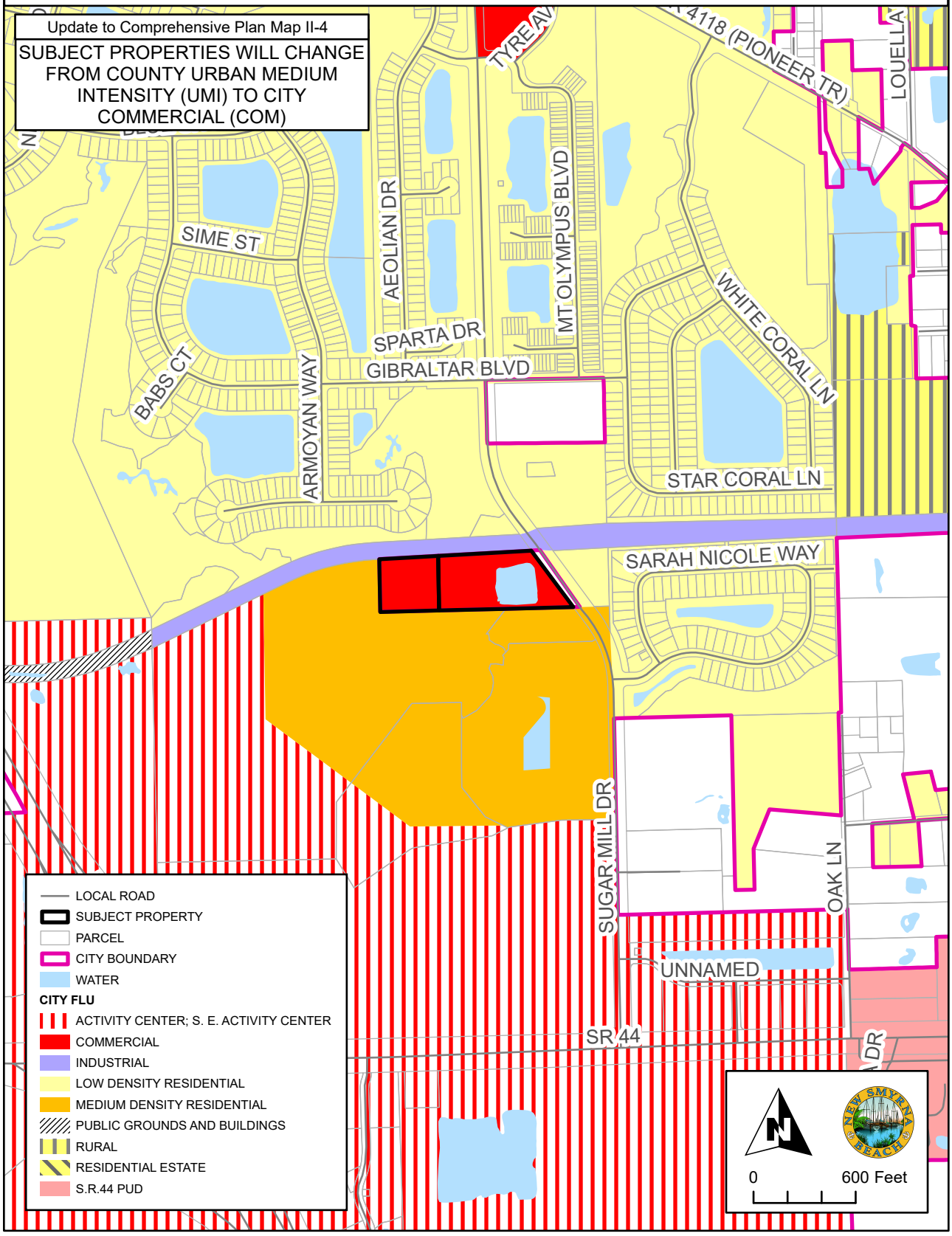


EXISTING ZONING

PUD-6-25



PROPOSED FUTURE LAND USE DESIGNATIONS PUD-6-25



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IN THE COUNTY COUNCIL OF THE

COUNTY OF VOLUSIA, FLORIDA

IN RE: *PUD-05-026,* Application of ANTHONY GIBLIN:

RESOLUTION # 2005-078

ORDER AND RESOLUTION GRANTING A REQUEST FOR CHANGE OF ZONING FROM *A-3(2)* TO LAKES OF SUGAR MILL RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)

The application of Anthony Giblin, hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on April 21, 2005. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on March 8, 2005, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Anthony Giblin, was duly and properly filed herein on January 20, 2005 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant is the Owner of a 7.8-acre parcel of land, which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification*(s)* of the parcel described in Exhibit "A" from A-3(2) (Transitional Agriculture – Activity Center) to RPUD (Residential Planned Unit Development).

B. That the said rezoning to a RPUD is consistent with both the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL

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MEETING ROOM, DELAND, FLORIDA, THIS 21ST DAY OF APRIL, A.D., 2005, AS FOLLOWS:

A. That the Application of Anthony Giblin, for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from A-3(2) to RPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to RPUD.

D. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the RPUD in the same manner as the R-8 zoning classification.

F. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

THE LAKES OF SUGAR MILL

DEVELOPMENT AGREEMENT

A. **Development Concept**. The property shall be developed as a RPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a RPUD and shall regulate the future land use of this parcel.

1. Master Development Plan The Master Development Plan shall consist of the Conceptual Site Plan prepared by **Andersen & Associates** and dated January 15, 2005, and Revised May 26, 2005, and this development agreement. The Conceptual Site Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

4. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. **Unified Ownership**. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Plat or Final Site Plan Development Order.

C. **Land Uses Within the RPUD**. The RPUD shall be developed as a multi-family residential development and related accessory uses. The Preliminary Plan attached as Exhibit "B", indicates that the typical building design for the project will include two (2) story buildings with six (6) units per floor. The appropriate location and size of said buildings and accessory use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Multifamily residential dwellings (maximum 93 units)

Private recreational facilities, including but not limited to a pedestrian system and a swimming pool.

Clubhouse

Essential utility services

Exempt excavation [refer Section 817.00(o)(1) Ordinance No. 80-8]

Exempt landfill [refer Section 817.00(p)(1) Ordinance No. 80-8]

D. **Development Standards**. As not specifically set forth below, the RPUD shall be governed by the standards set forth in the R-6 zoning classification:

1. Project area: 7.83 acres

2. Overall Density: 93 units (12 units per acre)

3. Parking: 186 spaces, 2 spaces per unit, plus additional spaces reasonably required for accessory uses or structures. Visitor parking shall be provided for this project at one space per 25 required spaces. Other applicable requirements of Section 810 Zoning Ordinance 80-8, as amended, shall apply.

4. Open Space: 20% of the gross site area. Dedicated open space shall include the perimeter park and recreation center/lake park, as shown on Exhibit "B". All common area shall be landscaped and accessible to residents as open space.

5. Building Standards:

Minimum Floor Area:	Studio or efficiency - 480 sq. ft. One bedroom - 575 sq. ft. Each Additional Bedroom – 150 sq. ft.
Minimum Building Separation:	50 feet between front and rear 25 feet between sides.
Minimum Building Setbacks:	10 ft. from internal vehicular pavement. 15 ft. from property lines, 45 ft. from Sugar Mill Drive
Maximum Building Height:	45 ft.

Maximum Lot Coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Maximum Building Length: 220 ft.

6. Minimum Perimeter Buffer: 25 ft. (Sugar Mill Drive frontage), 15 ft. on all other perimeters.

7. Signage Requirements: Per the applicable standards for multifamily residential of Section 822, Ordinance No. 80-8, as amended; however, the proposed sign shall be a monument ground sign not to exceed eight (8) ft. in height.

E. **Environmental Considerations**. The minimum requirements of the Land Development Code Ordinance, as amended, shall be met with regard to tree preservation, buffers, etc. unless specifically addressed herein. Applicant shall properly permit impacts to on-site wetland areas, including previously altered wetland areas, if necessary.

F. **Sewage Disposal and Potable Water**. Provision for sewage disposal and potable water needs of the RPUD will be provided in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6. Potable water and sanitary sewer will be obtained from the City of New Smyrna Beach Utilities Commission.

G. **Stormwater Drainage**. Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended. The stormwater retention areas shall be located outside of any required perimeter landscape areas.

H. **Access and Transportation System Improvements**. All access and transportation system improvements shall be provided in accordance with the County of Volusia Land Development Code, as amended. The parcel may be developed with two (2)

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access drives off Sugar Mill Drive in substantial accordance with the access driveways depicted on the Preliminary Plan, subject to compliance with the Land Development Code 88-3, as amended:

1. Transportation System Improvements. As warranted by Volusia County land development regulations, use permits and traffic impact analysis. The Applicant shall dedicate to Volusia County 20 feet of land adjacent Sugar Mill Drive for right-of-way purposes. In addition, Applicant shall provide vehicular and pedestrian access to other Activity Center properties with the establishment of a frontage road system stubbed to the south in accordance with the Southeast Activity Center requirements of the Comprehensive Plan.

I. **Other Requirements**.

1. Architectural Style: Structures located within the RPUD shall exhibit harmonious materials, details, and colors and developer shall exhibit similar materials, details, and colors. Building facades shall be designed in a compatible and coordinated style.

2. Trash Receptacles: All four sides of the containers shall be screened at a minimum height of six (6) foot. The front of the enclosure must not be viewable from a public right-of-way.

3. Fences: Screening fences and wall shall be architecturally designed with offsets (projections and recesses) and landscape pockets to avoid a monotonous appearance.

4. Underground Utilities – All utilities serving the RPUD shall be installed and maintained underground. The Applicant shall dedicate to respective utility providers all easements necessary to provide for underground utilities connections.

5. Lighting: Street and parking area lighting shall be of a style

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architecturally compatible with the scale and design of the buildings. The maximum height of light poles or lights shall be 20 feet.

J. **Building or Property Owners Association**. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the County of Volusia at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the RPUD, the County of Volusia shall only enforce the provisions of the "Development Agreement" and Volusia County Zoning Ordinance No. 80-8, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

K. **Expiration of Agreement**: Within five (5) years from the effective date of this Order and Resolution, the applicant shall have submitted a Final Site Plan for the development as described under "Development Agreement", Section A, subsection 4, of this development agreement. In the event that the Final Site Plan is not submitted on or before the date indicated, this agreement shall expire. Any subsequent proposed development of this property will be processed as a major amendment of the Master Development Plan in accordance with paragraph A, 2 of this Agreement.

L. **Binding Effect of Plans; Recording; and Effective Date**. The Master Development Plan, including any and all supplementary orders and resolutions, and the

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Conceptual Site Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The RPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the RPUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

M. **Conceptual Approval**: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Preliminary Plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30-day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the

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Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE and ORDERED by the County Council of Volusia County, Florida, this 21st day of April, 2005.

ATTEST:

Ray W. Pennebaker
Deputy County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of June, 2005, by Ray W. Pennebaker and Frank T. Bruno, Jr., as Deputy County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Dorothy Buckles
Commission No.:
My Commission Expires:

DOROTHY BUCKLES
MY COMMISSION # DD 033855
EXPIRES: September 22, 2005
Bonded Thru Notary Public Underwriters

WITNESSES

APPLICANT

Vincent Anthony Giblin

Anthony Giblin
Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Anthony Giblin. He is personally known to me or has produced FL. Driv. Lic as identification.

MARIA ROSA
MY COMMISSION # DD 317226
EXPIRES: May 6, 2008
BONDED THRU CNA SURETY CO.

Maria Rosa

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:
MARIA E. ROSA

Commission No.: 00317226

My Commission Expires: 5/06/08

SA:ys

Revised June 6, 2005

EXHIBIT A

LEGAL DESCRIPTION:

PARENT TRACT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 7.556 ACRES, MORE OR LESS.

Best Available Image

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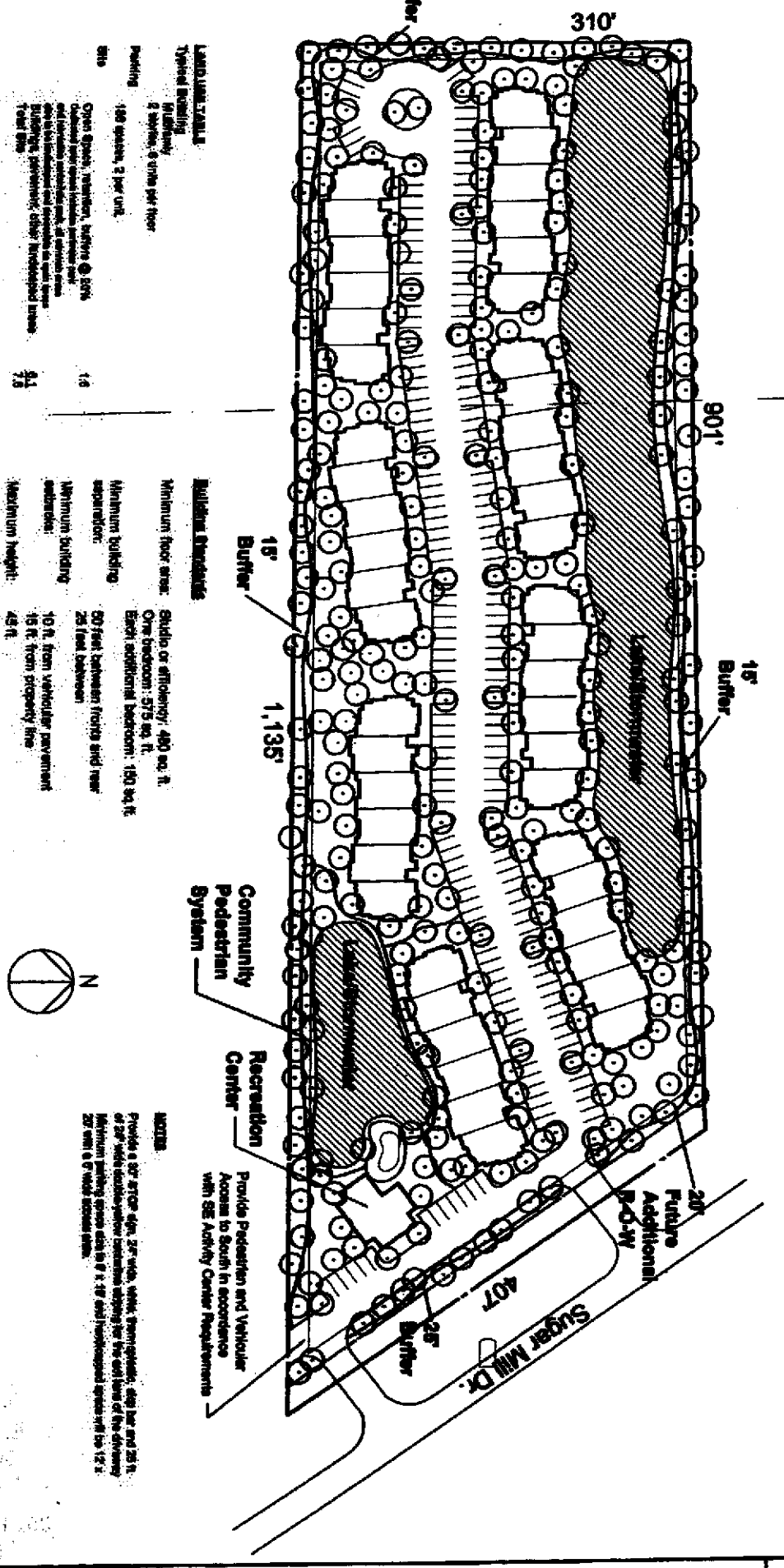
Page: 2912
Diane M. Matousek
Volusia County, Clerk of Court

APPROVED

Exhibit "B": Conceptual Site Plan

REVISED
Received 05/25/05

Building coverage not to exceed 35%



January 15, 2004

PUD-05-026

Sheet 3

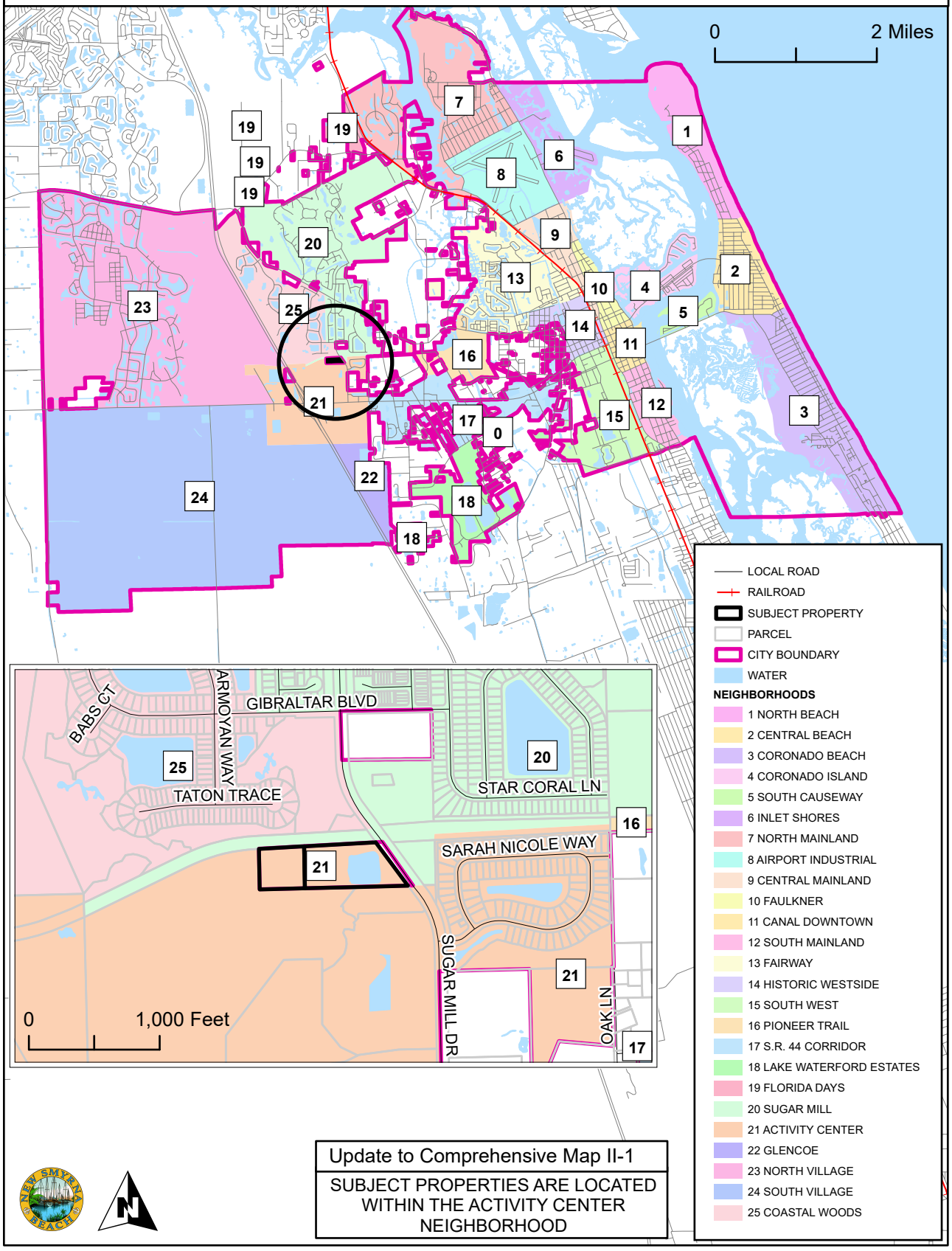
The Lakes of Sugar Mill Volusia County, Fl.

Revisions May 26, 2005

955

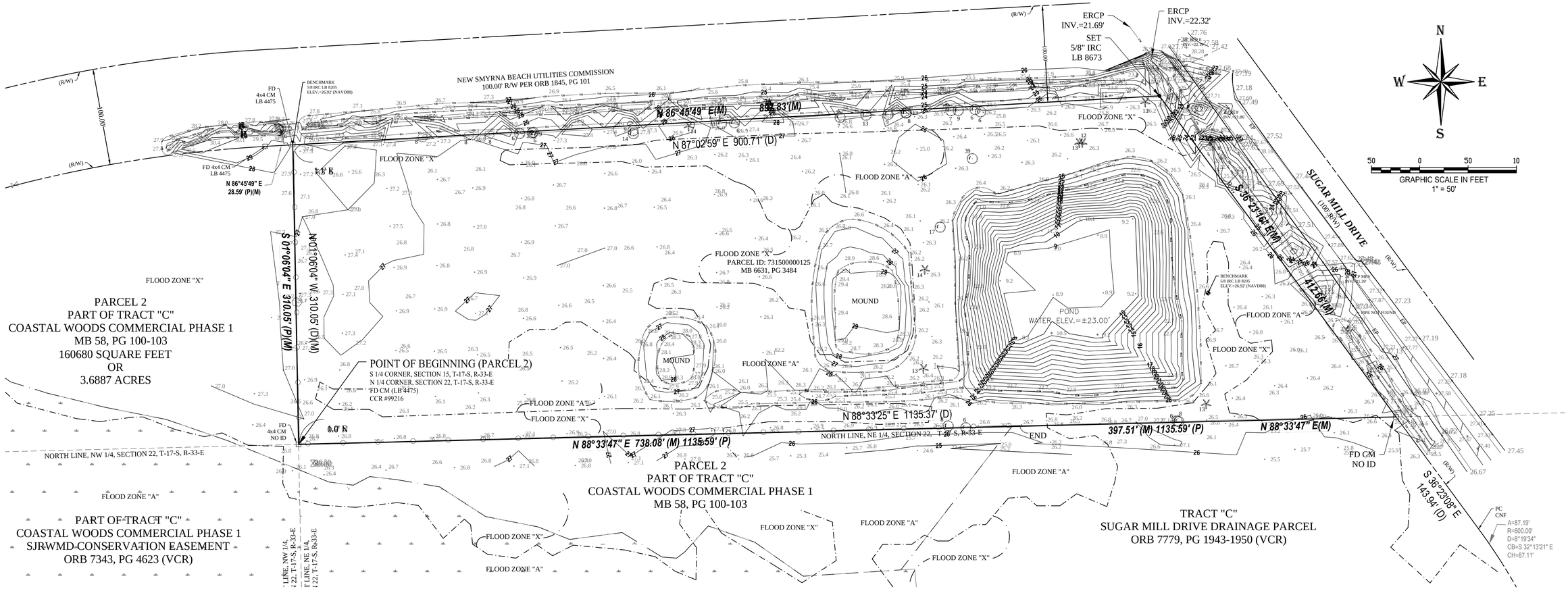
NEIGHBORHOODS

PUD-6-25



Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- • 0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. **BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).**
2. **LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.**
3. **THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.**
4. **RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.**
5. **FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.**
6. **DATA SOURCES:**

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. **HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.**

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1940, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5952, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. **THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.**
9. **UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.**
10. **LIMITATIONS:**

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. **PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.**
12. **IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.**
13. **UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.**

REVISIONS:

SITE ADDRESS:	390 Sugar Mill Drive New Smyrna Beach, Florida
TYPE OF SURVEY:	Boundary, Tree & Topographic
PROJECT NUMBER:	25-78
Field Work by: RS Date: 07/15/25	
Field Book: 45 Page: 14	
Office Work by: BR Date: 07/16/25	
Scale: 1" = 50'	

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION
386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTIONS 051, FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

David McMillen
LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

Document prepared by:
A. Joseph Posey, Jr.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

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

SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and AJ Two, LLC, a Florida limited liability company, the record title property owner (“Owner” or “Developer”), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 7.602 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date July 2025, prepared by Newkirk Engineering, Inc.

Exhibit C: Architectural Elevations, rev. date July 28, 2025, prepared by Davenport Consulting Group.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Sugar Mill Boat & RV**".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant

to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 7 acres

(2) Maximum building height: 25 feet

(3) Minimum building separation: 40 feet

(4) Setbacks: side 20 ft.; front 150 ft.; rear 20 ft.

(5) Maximum FAR: 0.50

(6) Maximum density: n/a

(7) Maximum building/canopy coverage: 35%

(8) Maximum open canopy covered parking coverage: 20%

(9) Minimum open space: 35%

Common open space: n/a

(10) Maximum impervious surface area; 65%

(11) Landscape buffers: side 20 ft.; front 25 ft.; rear 20 ft.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Storage for boats and RVs inside the two buildings as shown on the CDP, and also within the paved parking areas shown, which may or may not include overhead canopies

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to New Smyrna Beach Utilities Rules, Design, and Construction Specifications (latest edition).

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of

quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) Except as otherwise provided for in this Agreement, no outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent. However, lighting poles shall be no greater than 20 feet in height.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

If burning is used to clear land, an air curtain incinerator shall be required to minimize smoke.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the

course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

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

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred Cleveland, Mayor

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by Fred Cleveland and Sharon Taylor-Harding, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

By: _____
Name:
Title:

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

[Corporate Seal]

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ of_____, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Survey and Legal Description of the Property

EXHIBIT B

Site Plan

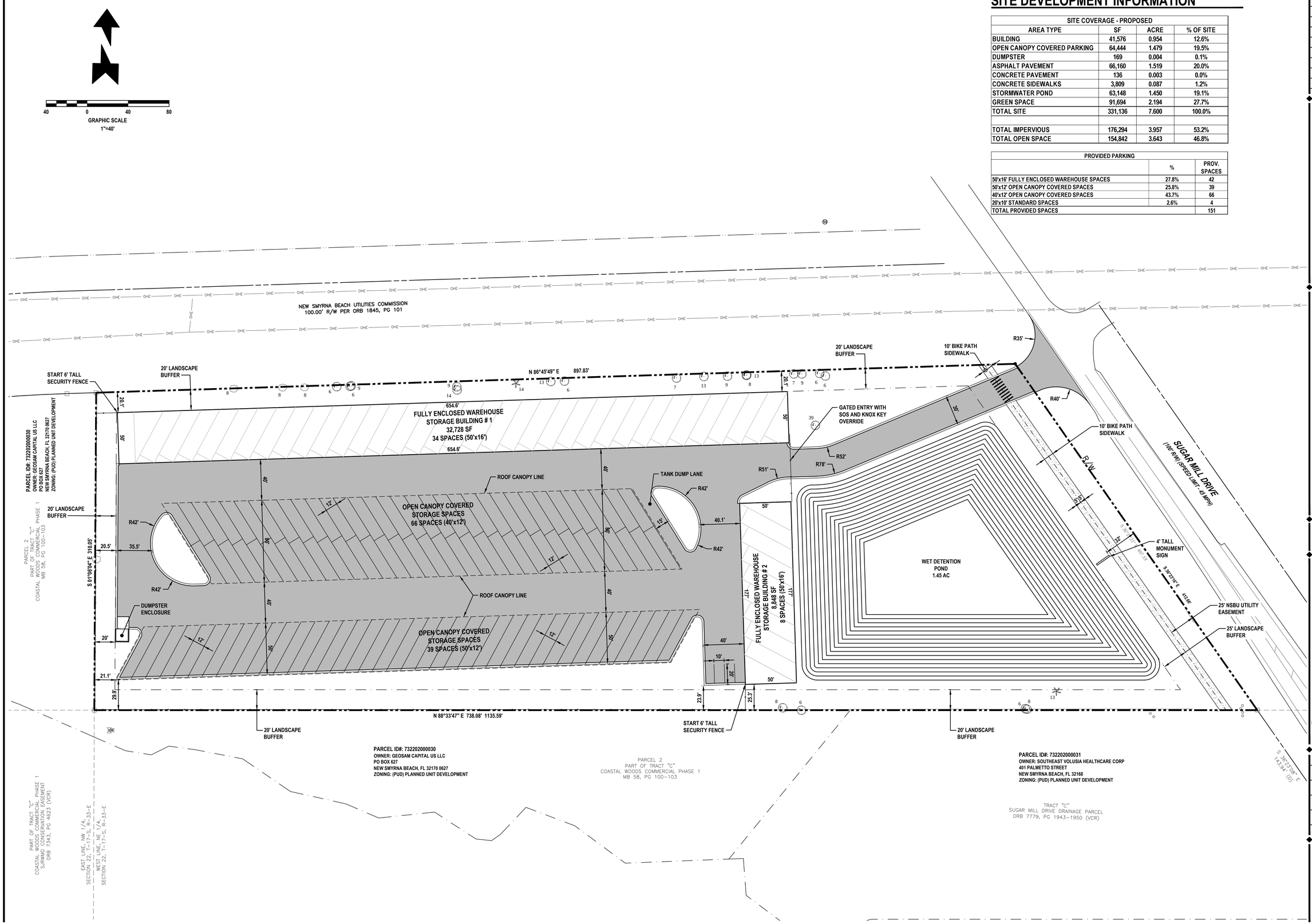
EXHIBIT C

Architectural Elevations

SITE DEVELOPMENT INFORMATION

SITE COVERAGE - PROPOSED			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	41,576	0.954	12.6%
OPEN CANOPY COVERED PARKING	64,444	1.479	19.5%
DUMPSTER	169	0.004	0.1%
ASPHALT PAVEMENT	66,160	1.519	20.0%
CONCRETE PAVEMENT	136	0.003	0.0%
CONCRETE SIDEWALKS	3,809	0.087	1.2%
STORMWATER POND	63,148	1.450	19.1%
GREEN SPACE	91,694	2.194	27.7%
TOTAL SITE	331,136	7.600	100.0%
TOTAL IMPERVIOUS	176,294	3.957	53.2%
TOTAL OPEN SPACE	154,842	3.643	46.8%

PROVIDED PARKING		
	%	PROV. SPACES
50'x16' FULLY ENCLOSED WAREHOUSE SPACES	27.8%	42
50'x12' OPEN CANOPY COVERED SPACES	25.8%	39
40'x12' OPEN CANOPY COVERED SPACES	43.7%	66
20'x10' STANDARD SPACES	2.6%	4
TOTAL PROVIDED SPACES		151



REVISIONS	
DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN
SUGAR MILL BOAT & RV
390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

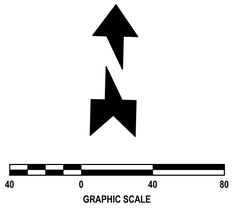
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2025-XX
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

1



LEGEND

14 TREE REMOVAL

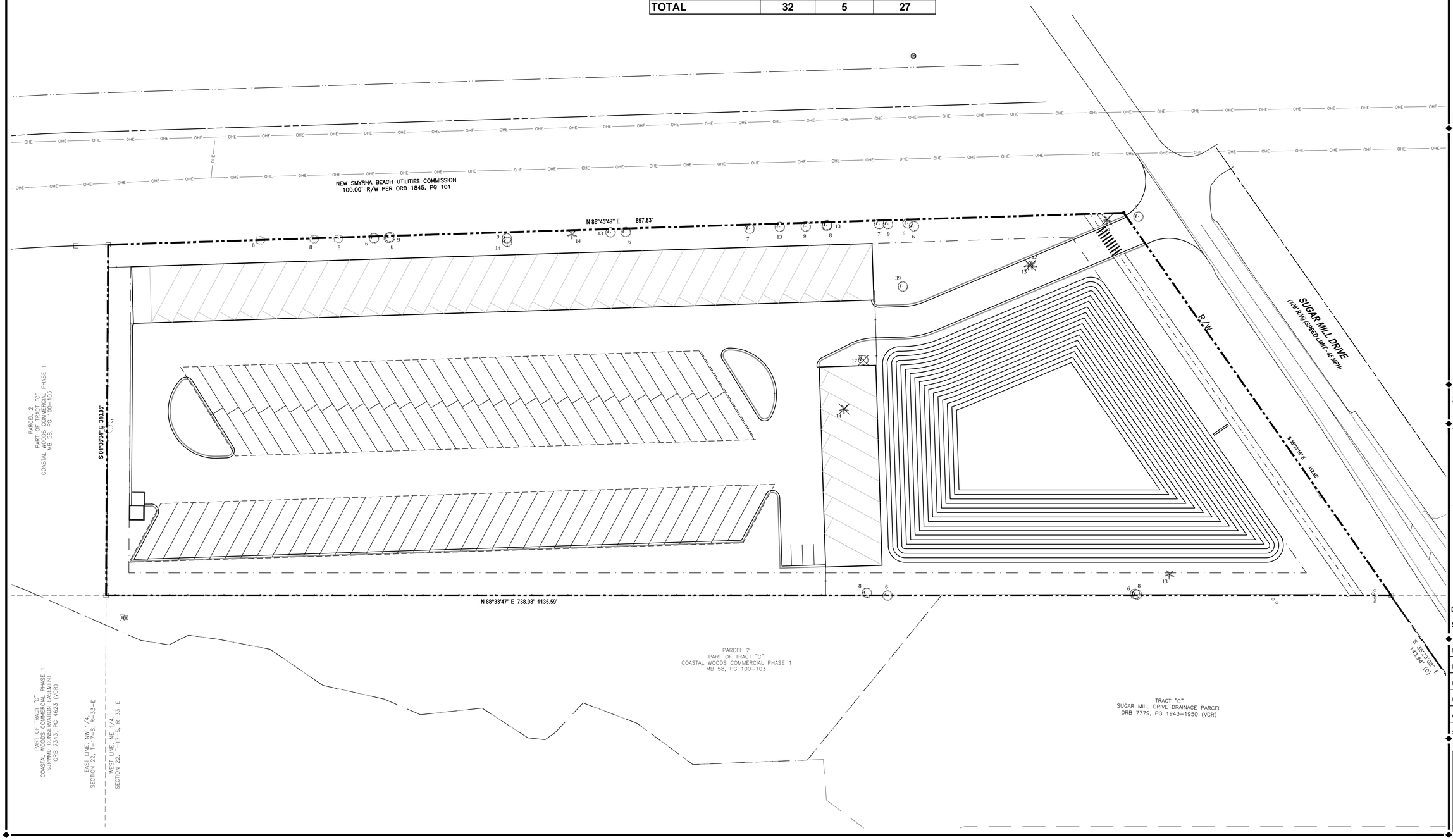
NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

TOTAL SITE	7.602	ACRES
TOTAL SPECIMEN TREES	1	TOTAL
SPECIMEN TREES REMOVED	0	TOTAL
SPECIMEN / ACRE	0.1	
REQUIRED PRESERVATION (80%)	1	TREES
TOTAL HISTORIC TREES	1	TREE
HISTORIC TREES REMOVED	0	TREES

TREE SCHEDULE

	EXISTING	REMOVED	REMAINING
BAY	4	0	4
OAK	22	1	21
PALM	6	4	2
TOTAL	**32**	**5**	**27**



REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC.

TREE DATA ANALYSIS PLAN

SUGAR MILL BOAT & RV

390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PROJECT No:	2025-XX
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

2



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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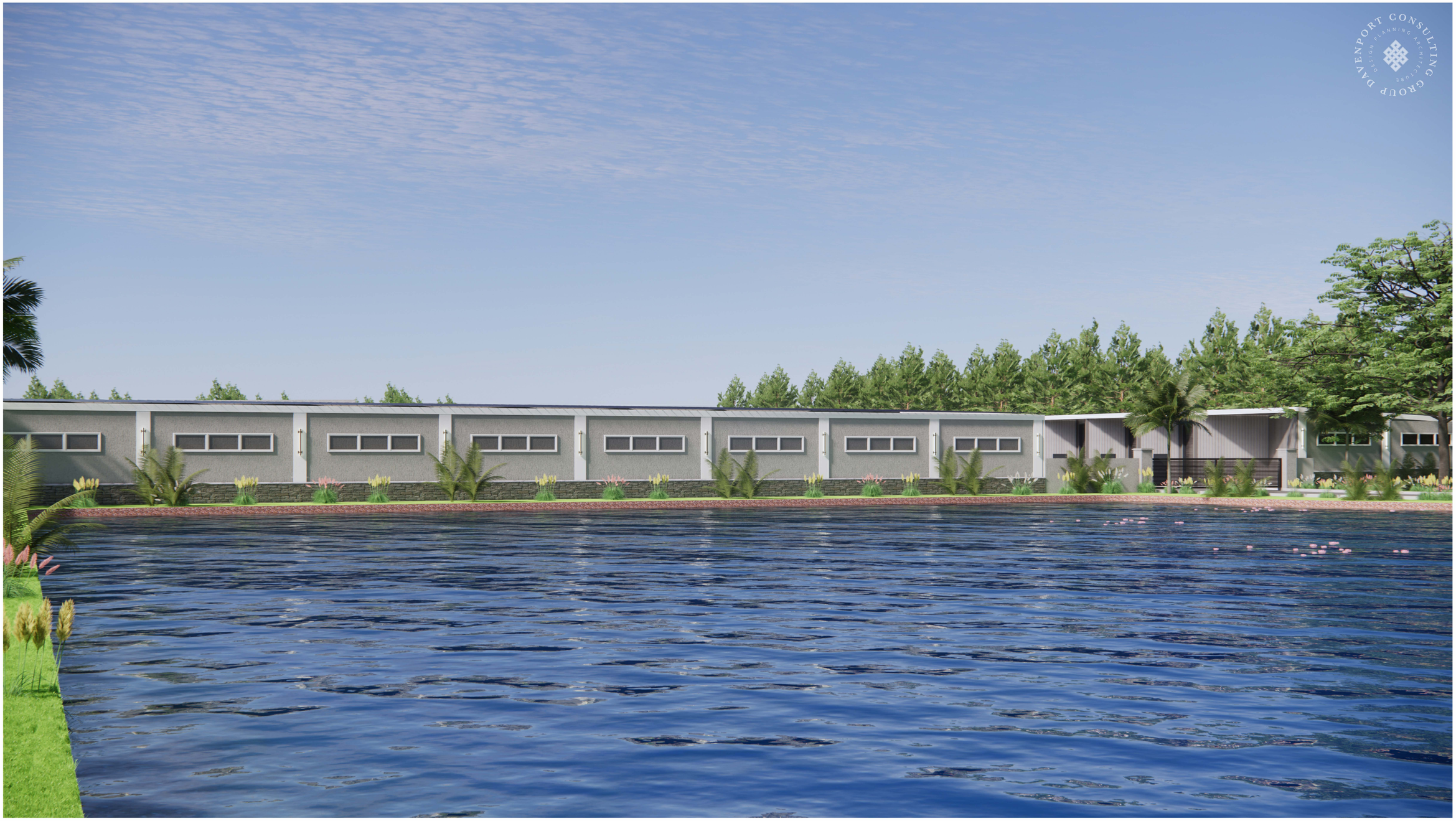
SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025



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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

10 JULY 2025



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

25 JUNE 2025 | 1/64" = 1'

Davenport Consulting Group
architecture • design • planning

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RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

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

Jeff Gove, Chief Planner, outlined the Applicant's request to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers.

Member Hodges asked whether the site includes bathrooms or clean-out stations.

Jeff Gove, Chief Planner, confirmed that the site plan includes a dump station and a tank pump located at the east end of the open canopy storage area.

Member Causey asked about a wash station, but Jeff Gove was unsure and suggested asking the developer directly.

Member Bien questioned whether the commercial future land use designation permits industrial uses like RV and boat storage.

Mr. Gove explained, the use is retail-oriented, not strictly industrial, RV/boat storage doesn't produce off-site impacts, so it fits within commercial zoning and other zoning districts like B-3 also allow this use under commercial land use.

Member Hall raised concerns about traffic flow, especially slow-turning RVs. He asked whether a turn lane or deceleration lane might be required in the future.

Jeff Gove responded that this would be addressed down the road. The road is a County Road, so it's outside city control. He hopes the county won't require U-turns for access.

Vice-Chair Yates asked if the applicant would like to speak.

Joey Posey, 420 S Nova, Attorney representing the applicant, provided a detailed overview of the property's history and zoning context. He explained that the site currently exists in the county and was previously approved in 2005 as an RPUD for 94 townhomes, consistent with the county's medium-density residential future land use designation, which allows 8 units per acre and includes a commercial component. Posey clarified that the county's comp plan permits neighborhood businesses and shopping centers under this designation, which is why a floor area ratio (FAR) of 0.5 is applicable. The original RPUD included 186 parking spaces, 45-foot building height, 20% open space, and two access points, which would have generated significantly more traffic than the current proposal.

He emphasized that the proposed RV and boat storage facility would have minimal traffic impact, as users typically store vehicles long-term and only access them occasionally. The facility is not expected to include a wash station, further reducing its demand on public utilities. Posey concluded that the project is designed to be a low-impact use, especially compared to the previously approved residential development, and aligns with the county's existing land use entitlements.

Harry Newkirk of Newkirk Engineering, explained the stormwater management plan for the proposed development. The site currently has an existing wet pond, which will be expanded and serve as the central feature of the stormwater system. The design will comply with St. Johns River Water Management District rules, which are stricter than New Smyrna Beach's local code. These rules require nutrient filtration, meaning the system must remove nitrogen and phosphorus before water is discharged into the roadside ditches and eventually into the creek. The stormwater system will include dry retention areas and under-parking filtration to pretreat runoff before it reaches the wet pond. The entire system must be engineered to handle up to a 100-year storm event, ensuring that both the rate and volume of discharge are less than current conditions. This approach is intended to reduce flood risk for adjacent properties and improve downstream water management through

increased on-site percolation and storage capacity.

Vice-Chair Yates opened Public Participation.

Robert Fyke, a resident of Coastal Woods, spoke in opposition to a proposed development near his neighborhood. He urged the board to deny the annexation of the property from the county into the city, the rezoning from residential to commercial, and the approval of the Planned Unit Development (PUD). Fyke expressed concerns about the proximity of the development to Coastal Woods and Tatum Trace, highlighting potential flooding issues due to the area's waterlogged conditions and lack of impact studies on water flow. He warned that elevating the development site could cause runoff into neighboring properties, unfairly affecting current residents. Fyke also criticized the plan for including 147 RV and boat storage spaces, predicting increased traffic congestion, especially on Sugar Mill Road, and chaotic conditions on weekends as people from Orlando bring boats to the area.

Nancy Knapp, 2913 Taton Trace, expressed strong concerns about the proposed development near her neighborhood. She challenged the characterization of the area as "relatively isolated," noting the close proximity between cul-de-sacs in Taton Trace and the adjacent development. Having lived there since 2018, she emphasized that while her property has not experienced flooding during major storms like Hurricanes Ian and Nicole, nearby retention ponds are currently full and local canals have not emptied in a long time. She warned that future storms could overwhelm the area's drainage system. Nancy also raised traffic safety concerns, pointing out that Sugar Mill Road is only two lanes and already heavily used by multiple subdivisions. She fears that increased traffic from RVs and boats, especially once the Pioneer Trail exit from I-95 is completed, will worsen congestion. She requested transparency about the engineering firm responsible for the stormwater assessment, expressing a desire to hold them accountable if flooding occurs.

Marvel Richards, 1099 Clubhouse Blvd., voiced opposition to the proposed boat and RV storage development near Sugar Mill Road. She emphasized that the roadside ditches along Sugar Mill and State Road 44 are consistently full of water, raising concerns about worsening flooding if the site is paved. Ms. Richards noted that a new hospital is planned at the intersection of Sugar Mill

and 44, with its emergency entrance on Sugar Mill, and a medical park will be built behind it. She warned that increased traffic from trailers and boats could interfere with access to the hospital and exacerbate congestion in an already busy area. Additionally, she pointed out that the development site is located on what she described as the most dangerous curve on Sugar Mill Road. Ms. Richards urged the board to carefully consider the long-term impacts of the project, especially with significant growth expected in the next few years.

Claudia Vanderhorst, 562 Aeolian Drive, voiced strong opposition to the proposed zoning change and boat storage development near her community. She emphasized that the stormwater ditches along Sugar Mill Road are critical to preventing flooding in her neighborhood, which sits at one of the lowest elevations in the area. During Hurricane Ian, water infiltrated her community, and she fears future development will worsen runoff and flooding. Ms. Vanderhorst expressed concern about changing the comprehensive plan from residential to commercial, arguing that residents invested in their homes under the assumption the area would remain residential. She warned that approving commercial zoning in the middle of a large residential and medical corridor constitutes "spot zoning," which has faced legal challenges in other cases. Additionally, she cited safety concerns related to increased traffic from school buses, emergency vehicles, and future residents, especially with the upcoming I-95 Pioneer Trail interchange. Ms. Vanderhorst urged the board to reject the zoning change and preserve the residential character of the area for the sake of current homeowners.

Robin Marcus, of 2972 Gibraltar Blvd., expressed concerns about the proposed development near Sugar Mill Road. She highlighted the persistent water in roadside ditches due to ongoing construction and warned that additional development would worsen flooding. Ms. Marcus noted that despite signage prohibiting left turns from the Panera area onto Sugar Mill, drivers frequently ignore it, creating traffic hazards. She emphasized that the road's 45 mph speed limit poses safety risks for slow-moving RVs and boats entering or exiting the site. With the upcoming hospital and increased traffic from surrounding neighborhoods, she believes the area cannot support another facility and urged the board to deny the proposal due to flooding, traffic congestion, and public safety concerns.

John Kaplan, 3009 Trubs Trace, expressed concerns about drainage and flooding related to the proposed development near Sugar Mill Road and State

Road 44. He noted that the drainage canal along 44 has no outlet, which contributes to persistent water issues. Mr. Kaplan also highlighted the consistent 45 mph speed limit on Sugar Mill between Pioneer Trail and 44, raising safety concerns for RVs and boats entering or exiting the site. He questioned the visual impact of proposed 45-foot-tall buildings on nearby homes, suggesting that such height would be intrusive unless buffered by a wall. Mr. Kaplan also mentioned confusion about the ownership and original purpose of a pond on the property, which he believes was not intended for future development. He concluded by requesting that the proposal be denied.

Cindy Sniezak, 512 Yupon Avenue, shared concerns about the proposed development and the broader process surrounding it. She pointed out confusion over whether public comments were being taken collectively for three separate items, even though votes would occur individually. Ms. Sniezak questioned the relevance of past entitlements and height allowances, noting that boat storage typically doesn't require tall structures. Her primary concern was traffic, especially around the Panera, Zaxby's, and gas station area, where a right-turn-only design forces drivers to make illegal left turns or use private property to turn around. She emphasized that trailers and RVs complicate traffic flow and suggested that road improvements are necessary, though not necessarily the applicant's responsibility. Ms. Sniezak urged city officials to use this situation as an opportunity to collaborate with the county to address infrastructure needs and improve traffic safety, especially before approving further development.

Justina Azcarate, 3053 Neverland Drive, voiced concerns about the proposed development adjacent to Taton Trace. While she acknowledged the project appears visually appealing, she emphasized that flooding is already a significant issue in Coastal Woods due to unmet promises by developers. Her community is currently working with St. Johns Water Management to address water issues on the far end of the neighborhood. Ms. Azcarate questioned the effectiveness of the proposed drainage plan, expressing skepticism about whether water will flow as intended, especially given the area's history of flooding, including severe impacts from Hurricane Ian. She noted that water in the area is currently stagnant and fears that additional runoff from the development could worsen conditions. Ms. Azcarate stressed that residents purchased their homes as "forever homes" and urged careful consideration of the long-term impacts.

Janet Kaplan, 3009 Taton Trace, expressed concerns about the proposed development near Sugar Mill Road. She emphasized that the road is mostly two lanes and very curvy, with six subdivisions already feeding traffic into the area, creating congestion and safety issues. Ms. Kaplan noted that many residents were unaware of the proposal due to limited notification and suggested that more time is needed for public awareness and research. She also mentioned a possible 30-year lease agreement involving Geosam, which she believes is relevant to the property. Her primary concerns centered on increased traffic, flood risks, and the environmental impact of additional concrete. Ms. Kaplan urged the board to consider tabling the proposal to allow for further investigation and community input.

Steve Gunter, 140 Temple Street, voiced frustration over the city's frequent amendments to its comprehensive plan to accommodate developers, questioning the purpose of having such a plan if it's constantly changed. He opposed the proposed PUD and commercial development, describing it as elevated concrete and asphalt that would worsen flooding downstream. Living a mile and a half from the site, Mr. Gunter emphasized that local drainage systems are already overwhelmed, with ditches and canals full and unable to handle additional runoff. He shared his personal experience of knee-deep water in his home and criticized the reliance on St. Johns Water Management, suggesting they often favor developers over residents. Citing state law HB503-403.814, he argued the project would cause adverse flooding impacts and lacks sufficient conveyance capacity. Mr. Gunter concluded by warning that residents downstream, including those in Coastal Woods, are already using the area for water storage and will suffer further if the development proceeds.

Pat Scott, 120 Eddy Road, expressed concern about the impact of the proposed development on lower-lying, unincorporated areas like hers. She noted that these areas have been increasingly affected by flooding over time and believes the new project will worsen the situation. Ms. Scott referenced a nearby RV development on Doerr Road that led to increased flooding, citing a personal account from a neighbor who experienced water damage after its construction. She emphasized that her neighborhood is downhill from the proposed site, making it especially vulnerable to runoff and urged the board to reject the project to prevent further harm.

Vice-Chair Yates closed Public Participation.

Mr. Gove provided several clarifications regarding the proposed development. He stated that the building height is set at 25 feet, not the previously mentioned 45 feet, and this is specified in the Master Development Agreement (MDA). He emphasized that the current request is for land use approval, not a finalized engineered site plan. The concept allows for up to 147 storage spaces, and if approved, a detailed site plan will be submitted later for review, including considerations for traffic flow, turn lanes, and stormwater impacts. The proposed building would be over 41,000 square feet, and all engineering details would be addressed during the site plan phase. Mr. Gove also noted that the property was previously approved in the county for 93 multifamily units, but that approval expired after five years. At the time, the property had a future land use designation of Activity Center, which permitted a higher intensity of development.

Member Hodges asked whether the previously approved 93 residential units from the county would still apply if the property were annexed into New Smyrna Beach. Mr. Gove clarified that they would not, as the county's current future land use designation is medium density, which allows a maximum of 8 units per acre. He explained that unless a different designation is requested, the city applies its closest applicable zoning. Mr. Gove also noted that even if the land use changes to commercial, the city would still want to see the current density restrictions carried over. In response to Member Causey's question, Mr. Gove confirmed that there are other nearby parcels already designated as commercial, particularly near the intersection of Pioneer Trail and Sugar Mill Road, including a convenience store and two vacant corners with commercial land use—one with straight zoning and the other part of a PUD.

Vice-Chair Yates asked whether annexation into New Smyrna Beach is required for the proposed development to proceed. Mr. Gove clarified that annexation is indeed the first step in the process, but if the city does not approve it, the property could still be developed under county regulations without annexation. The difference would lie in the regulatory framework—city versus county—under which the development would be reviewed and approved.

Member Bien asked whether the county's current land use regulations would permit the proposed use without rezoning. Mr. Gove responded that while he isn't fully familiar with the county's future land use details, the property is designated as medium-density residential, which does allow for a limited

amount of commercial uses. Therefore, it's possible that the use could be permitted under county regulations, but it would depend on the specifics of those allowances.

Member Hall asked whether the proposed development site is surrounded by residential properties. Mr. Gove confirmed that while the area is largely residential, the land to the west and south is part of the Coastal Woods Planned Unit Development (PUD), specifically designated for commercial use. He explained that this commercial portion was originally approved under Geosam's ownership and later transferred to Advent Health, which used the vested entitlements for traffic analysis and development of their hospital PUD. However, the current parcel under discussion was left out of that hospital PUD. Mr. Gove also noted that a stormwater pond designed for the Advent Health site is intended to drain into the area being considered for development, indicating future plans for excavation and retention on the site.

Member Hodges asked about the nearby development, specifically how many units were built and the size of the land. Mr. Gove responded that the development to the south is part of the Coastal Woods PUD and originally had approval for approximately 271 multifamily units in a three-story building. However, the project underwent a significant reduction in density and now includes 188 units. He explained that the property's Activity Center future land use designation allowed for a higher density of 18 units per acre, which is more intense than surrounding areas.

Stephanie Doster, Planning Manager, asked Mr. Gove to clarify what a PUD (Planned Unit Development) is, noting that surrounding properties are zoned as a PUD. Mr. Gove explained that most of the land west of Sugar Mill Drive is part of the Coastal Woods PUD, while some parcels on the west side, such as The Landings, are not. Doster added that across the street there are two agricultural parcels, including a private residence and a cemetery, as well as a residential area on Sarah and Nicole Drive that is also part of a PUD. Mr. Gove further noted that Serena Lakes PUD, located just south of the proposed site on the east side of Sugar Mill, was approved at a density of 12 units per acre.

Vice-Chair Yates asked whether the recommendation for the proposed development was based on reducing traffic and density. Mr. Gove responded that the city has received frequent inquiries for RV and boat storage, to the point where the former planning director referred to it as "storage fatigue"

due to the lack of suitable locations. He noted that while many residents don't want such facilities nearby, RV and boat storage is generally a benign use with minimal impact. Mr. Gove shared an example of a previously approved RV storage site on US 1 that proved infeasible due to high costs and infrastructure challenges, leading the applicant to consider converting it to mini-warehouse storage. He emphasized that legal and illegal storage sites have been cropping up in infill areas, and the city still lacks adequate RV and boat storage options.

Member Hall asked about the projected percentage of boat rentals at the proposed storage facility. Mr. Gove explained that the plan includes a maximum of 147 storage spaces, with varying dimensions suitable for either boats or RVs, but no specific breakdown between the two. Member Hall expressed concern that if a large portion of the spaces were used for boats, especially 16 to 30-foot river-type boats, it could lead to significant weekend traffic, unlike RVs which are used less frequently. Mr. Gove acknowledged that such traffic is possible but noted that not all boat owners use their boats every weekend. He referenced a similar enclosed boat storage facility on West Canal with around 80 spaces, where he rarely observed boat activity, though he admitted he doesn't frequent the area regularly.

Joey Posey addressed several concerns about the proposed development, clarifying that the distance from the back of the lot to the nearest property line is approximately 160 feet, not including additional buffer zones and the rear-facing building, which he believes provides substantial separation from nearby homes in Coastal Woods. He noted that commercial future land use is already present on three of the four corners at the intersection of Pioneer Trail and Sugar Mill, making the proposed use consistent with the area. Mr. Posey explained that urban medium intensity land use in the county allows for neighborhood commercial shopping centers, and the project's floor area ratio (FAR) is capped at 0.5, matching county standards. He also clarified that the previously mentioned 45-foot building height was from an old PUD and is not part of the current proposal. Regarding a rumored cemetery lease, Mr. Posey stated with certainty that the 30-year agreement does not include the subject property, as he personally drafted the documents. He emphasized that RV and boat storage is a low-impact use, with minimal traffic, typically serving local residents whose HOAs restrict on-site storage. Mr. Posey concluded that the facility would not attract out-of-town users and would primarily serve the surrounding community.

Vice-Chair Yates requested clarification on stormwater responsibilities for the proposed development. Mr. Posey noted that approximately three-quarters of the storage spaces are expected to be used for RVs. Harry Newkirk, of Newkirk Engineering, explained that stormwater management for the site will be subject to oversight by three entities: the State of Florida, Volusia County, and the City of New Smyrna Beach, due to the county right-of-way. He emphasized that under Florida Statutes, the site must be designed so that it does not cause flooding or adverse water impacts to surrounding properties. The engineering process will calculate water volume and flow direction, and the final design must ensure no increase in runoff in any direction. All stormwater discharge will be carefully managed to comply with regulations and protect neighboring areas.

Joey Posey, attorney for the applicant, responded to Member Bien's question about why the development wasn't pursued under existing county regulations. He explained that the decision to approach New Smyrna Beach was largely due to the developer's familiarity with the area, having previously worked on projects like The Isles. Mr. Posey acknowledged that while the property could potentially be developed under county regulations, the original RPUD approval for 94 townhomes had expired, meaning a full rezoning process—including public hearings—would still be required, regardless of jurisdiction. He emphasized that the proposed RV and boat storage facility is a low-impact use with minimal traffic and utility demands, and that the developer is committed to creating a project that complements the area. Mr. Posey expressed concern that the process might simply result in rejection without consideration of the benefits, and reiterated that the facility would serve local residents and be a quiet, unobtrusive neighbor.

Member Hall raised concerns about how the proposed development would manage stormwater during heavy, multi-day rain events, especially given the flat terrain and lack of natural drainage features like lakes or rivers. He questioned how engineers could assure nearby residents that water from the site wouldn't end up flooding their neighborhoods. In response, Harry Newkirk explained that the site will be designed to discharge less water than it currently does in its undeveloped state. Using updated stormwater regulations, the system will include on-site percolation and pretreatment, meaning water will be filtered and absorbed on the property before any discharge occurs. The system is engineered to handle up to a 100-year storm event, and only during extreme conditions—such as hurricanes—would water

overflow into surrounding ditches. Even then, the discharge rate and volume will be lower than existing conditions, which Mr. Newkirk believes will improve the surrounding ditch systems and reduce downstream flooding impacts.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Bien moved to recommend approval for PUD-06-25: Sugar Mill Boat and RV Storage, as submitted. Member Causey seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATIONS BY THE STAFF

7.A Development Activity Report – Listed on the City's Website

Stephanie Doster, Planning Manager, reminded attendees about the upcoming special election on November 4th, encouraging everyone to educate themselves on the proposed charter amendments. Informational flyers were distributed and are also available in the lobby. She also thanked those who participated in the APA conference board member training, expressing appreciation for their attendance and engagement.

8. ADJOURNMENT

As there was no other business to discuss, Chair Wheatcraft declared the meeting adjourned at 8:46 P.M.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 82-25 Rezoning 390 Sugar Mill Dr. PUD MDA

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 82-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE, FROM VOLUSIA COUNTY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* TO CITY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* ZONING DISTRICT; APPROVING THE SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has initiated a request for the rezoning of approximately 7.6± acres of property currently zoned PUD for the approval of the Master Development Agreement Sugar Mill Boat & RV Planned Unit Development (MDA); and

WHEREAS, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on October 6, 2025, by a vote of 2-4, recommended denial of the application to the City Commission; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to approve the rezoning and the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement, as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the land located in the City of New Smyrna Beach, Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCOROPRATED HEREIN;

shall be and the same is hereby rezoned to *Planned Unit Development* zoning district.

SECTION 2: ***Approval of Master Development Plan.*** That the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement more particularly described as:

SEE EXHIBIT "B" ATTACHED HERETO AND INCOROPRATED HEREIN;

is hereby approved.

SECTION 3: ***Authorization.*** That the Mayor is hereby authorized to execute, on behalf of the City of New Smyrna Beach, the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement.

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/4/2025

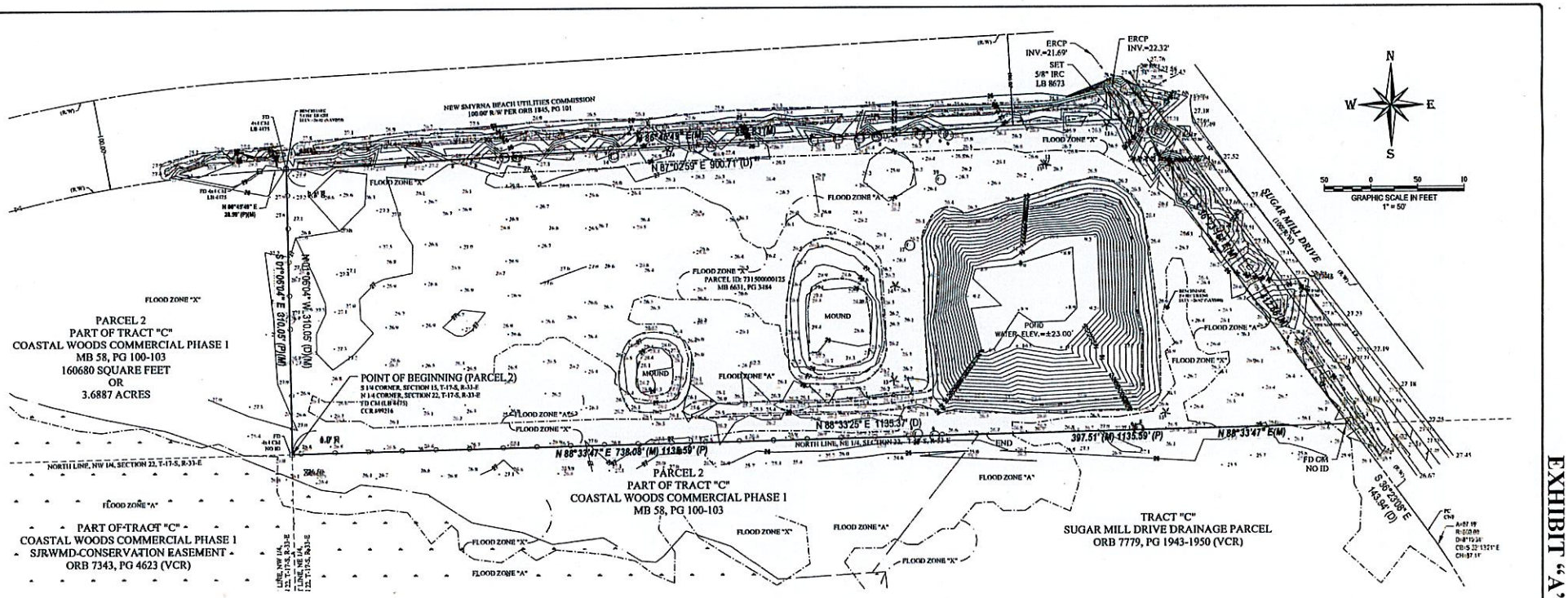


EXHIBIT "A"

LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N81°08'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
MB	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- +0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATER LINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
7" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 84°46'49" E. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION HEW PER A1A SURVEYING, INC., NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M. (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA, NUMBER 120132, PANEL NUMBER 0317 C PAR J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.
6. DATA SOURCES:

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: BS13, ELEVATION = 27.43 FEET.
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4615, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1949, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 3852, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 61B, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP, THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEED'S OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
10. LIMITATIONS:

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2), (3)(c) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS EASEMENTS, RIGHT-OF-WAYS(R & E'S) (THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT, THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(b)(8)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.
12. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.
13. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF, WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.01' AND ON GROUND SURFACES TO 0.1'.

REVISIONS:

SITE ADDRESS: 390 Sugar Mill Drive, New Smyrna Beach, Florida
TYPE OF SURVEY: Boundary, Tree & Topographic
PROJECT NUMBER: 25-78
Field Work by: RS Date: 07/15/25
Field Book: 45 Page: 14
Office Work by: BR Date: 07-16-25
Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL COMMERCIAL CONSTRUCTION
904.214.5798
311 Flagler Trail, Ormond Beach, Florida LB 8673

THE PURPORTED BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, ELECTRONIC SIGNATURE AND SEAL.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

EXHIBIT "B"

Document prepared by:
A. Joseph Posey, Jr.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

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

SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and AJ Two, LLC, a Florida limited liability company, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 7.602 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date July 2025, prepared by Newkirk Engineering, Inc.

Exhibit C: Architectural Elevations, rev. date July 28, 2025, prepared by Davenport Consulting Group.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Sugar Mill Boat & RV**".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant

to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 7 acres

(2) Maximum building height: 25 feet

(3) Minimum building separation: 40 feet

(4) Setbacks: side 20 ft.; front 150 ft.; rear 20 ft.

(5) Maximum FAR: 0.50

(6) Maximum density: n/a

(7) Maximum building/canopy coverage: 35%

(8) Maximum open canopy covered parking coverage: 20%

(9) Minimum open space: 35%

Common open space: n/a

(10) Maximum impervious surface area; 65%

(11) Landscape buffers: side 20 ft.; front 25 ft.; rear 20 ft.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Storage for boats and RVs inside the two buildings as shown on the CDP, and also within the paved parking areas shown, which may or may not include overhead canopies

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to New Smyrna Beach Utilities Rules, Design, and Construction Specifications (latest edition).

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of

quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) Except as otherwise provided for in this Agreement, no outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent. However, lighting poles shall be no greater than 20 feet in height.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

If burning is used to clear land, an air curtain incinerator shall be required to minimize smoke.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the

course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

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

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred Cleveland, Mayor

Attest:

_____
Witness 2

_____
Print Name of Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by Fred Cleveland and Sharon Taylor-Harding, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

By: _____
Name:
Title:

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

[Corporate Seal]

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ of _____, referred to in this agreement as "Owner." He or she is [ ] personally known to me or [ ] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Survey and Legal Description of the Property

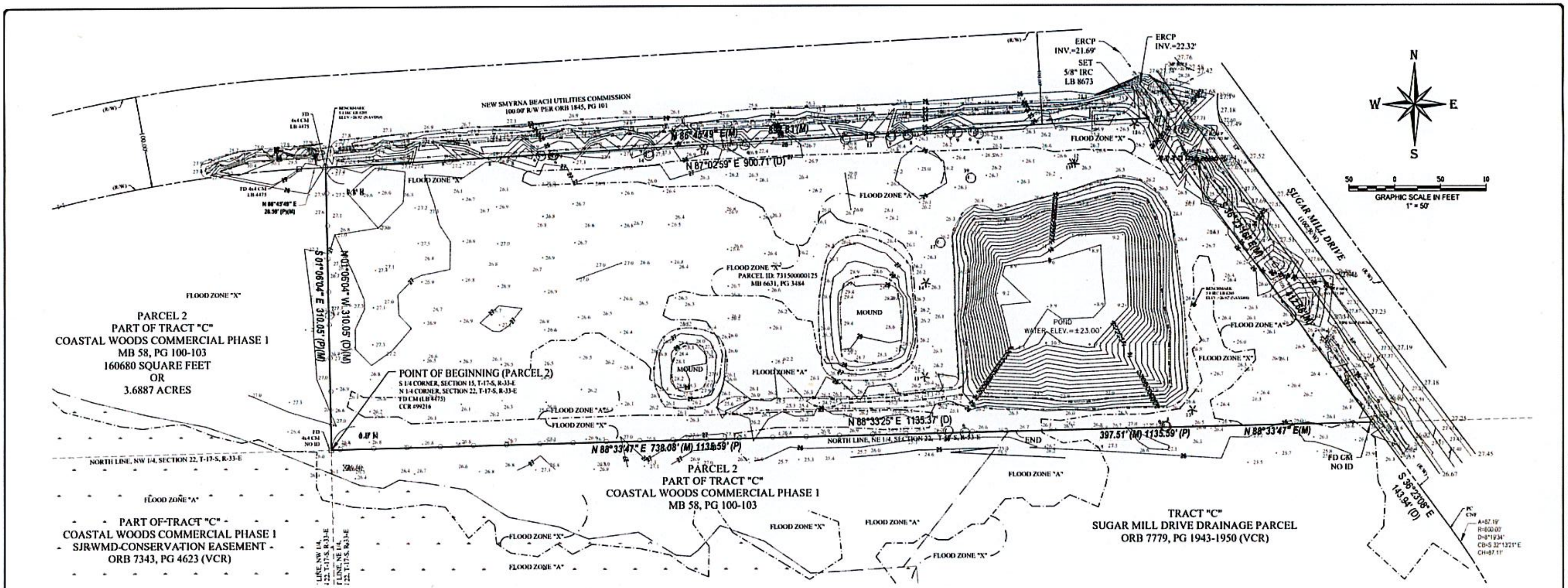
EXHIBIT B

Site Plan

EXHIBIT C

Architectural Elevations

EXHIBIT “A”



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

●	BENCHMARK
℄	CENTER LINE
⊠	CONCRETE MONUMENT
× 0.00	EXISTING ELEVATION
⟵	GUY ANCHOR
○	IRON PIPE AND CAP (AS NOTED)
●	IRON ROD AND CAP (AS NOTED)
—⊢	SIGN (UNLESS NOTED)
⊡	WATER METER
⋈	WATER VALVE
●	WOOD UTILITY POLE

LINE TYPE LEGEND

—o—o—	HOG WIRE FENCE
—E—E—	OVERHEAD ELECTRIC
—■—■—	TOP OF BANK
—■—■—	TOE OF SLOPE
—■—■—	POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY	○	04
OAK	◎	23
PALM	✳	07
◎ 12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.
5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.
6. DATA SOURCES:

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1948, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5852, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERSCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
10. LIMITATIONS:

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(B)(8)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.

12. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.

13. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.

REVISIONS:

SITE ADDRESS:	390 Sugar Mill Drive New Smyrna Beach, Florida
TYPE OF SURVEY:	Boundary, Tree & Topographic
PROJECT NUMBER:	25-78
Field Work by: RS Date: 07/15/25	Field Book: 43 Page: 14
Office Work by: BR Date: 07/16/25	Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION
386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

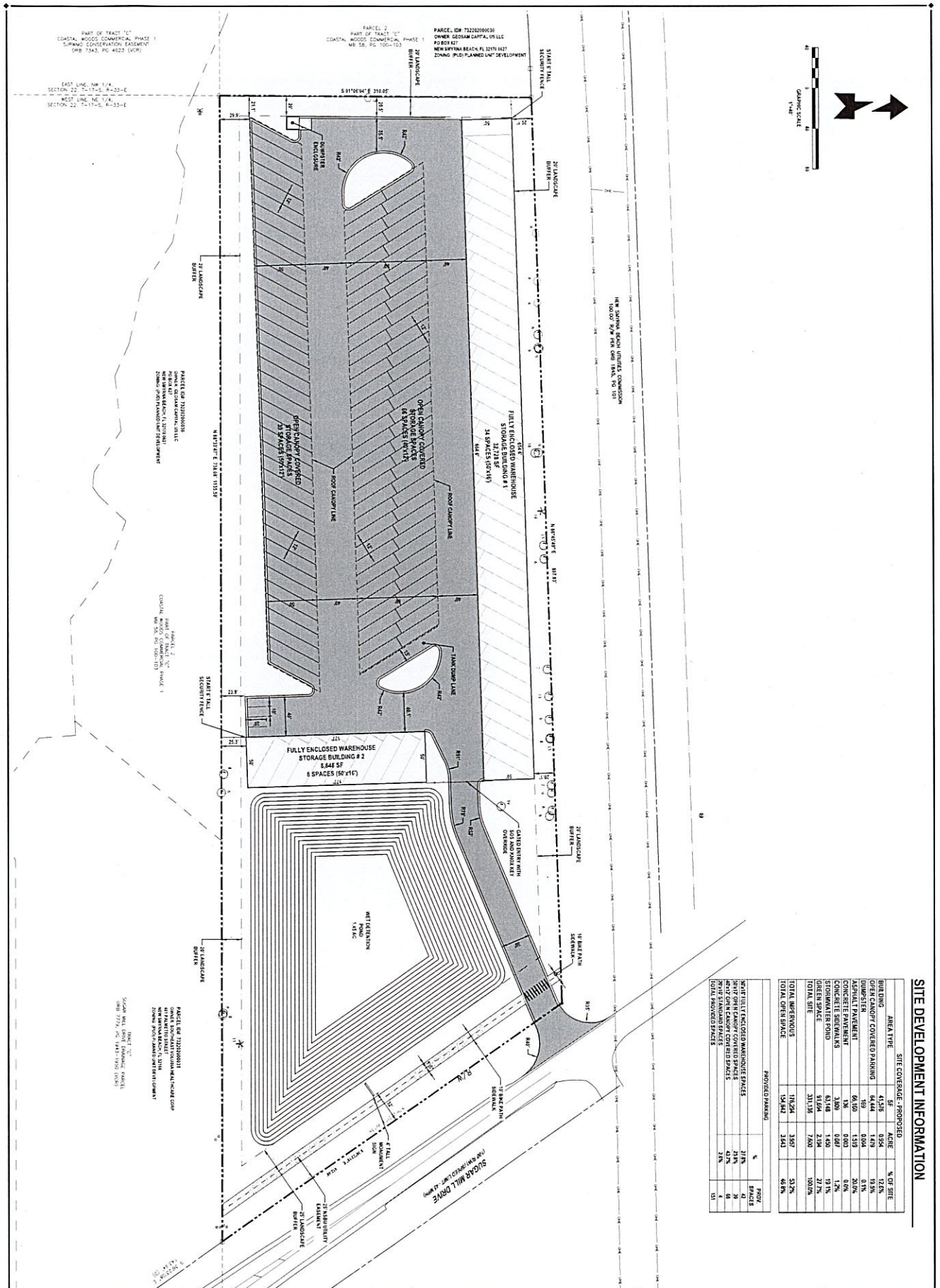
THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 472.027 FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen

DAVID McMILLEN, CERTIFICATE, LS 6378, STATE OF FLORIDA, REGISTERED LAND SURVEYOR

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "B"



REVISIONS

DATE	DESCRIPTION

SITE LAYOUT PLAN
SUGAR MILL BOAT & RV
390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

NEWKIRK ENGINEERING INC
1234 North US1, Suite 3
Ormond Beach, Florida 32174
Phone: (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30299
LIC. # 26000544

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Civil Engineering, Transportation, CEI & Landscape Architecture

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

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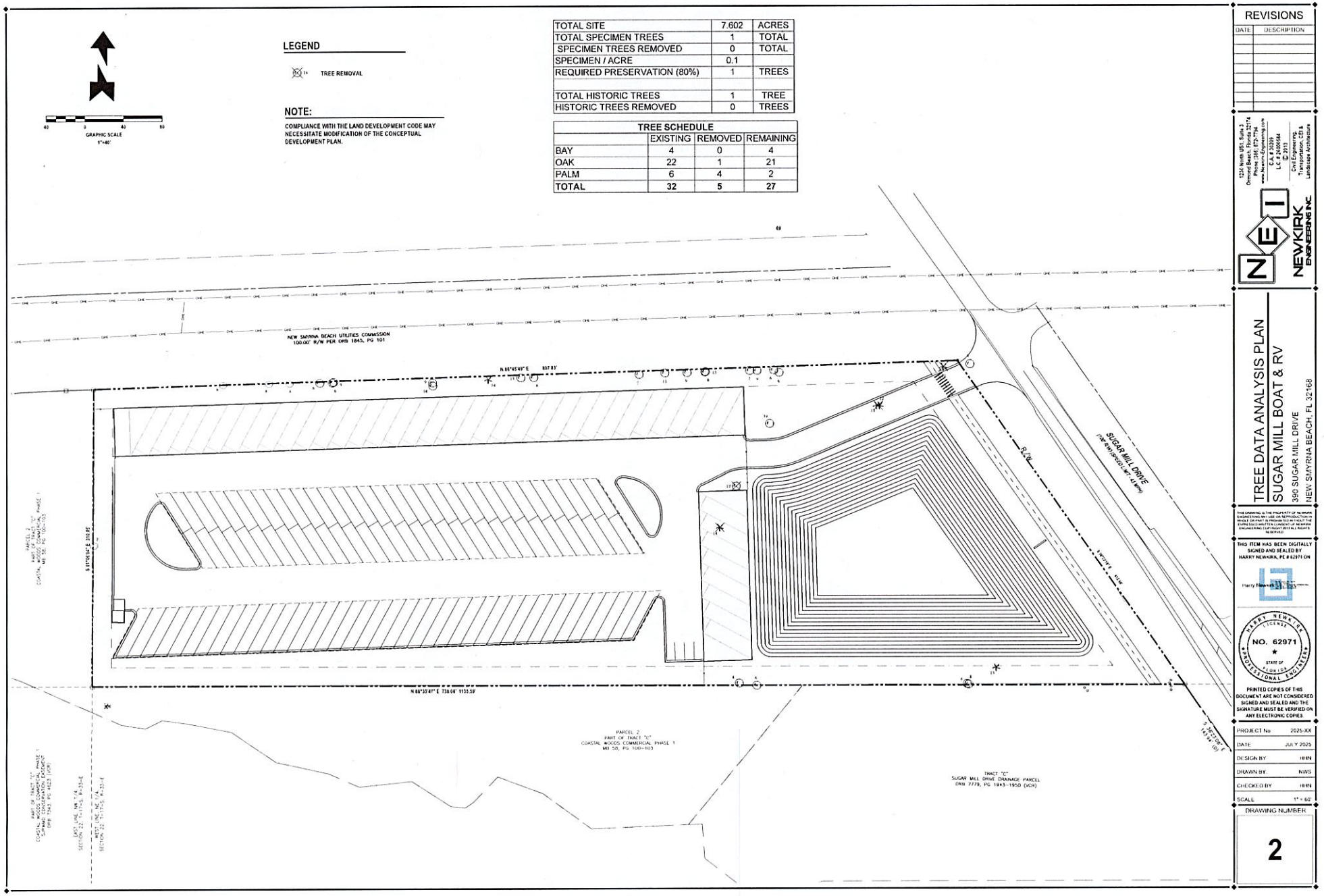
NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT No: 2025-XX
DATE: JULY 2025
DESIGN BY: HRN
DRAWN BY: NVS
CHECKED BY: HRN
SCALE: 1" = 40'
DRAWING NUMBER: 1



TOTAL SITE	7.602	ACRES
TOTAL SPECIMEN TREES	1	TOTAL
SPECIMEN TREES REMOVED	0	TOTAL
SPECIMEN / ACRE	0.1	
REQUIRED PRESERVATION (80%)	1	TREES
TOTAL HISTORIC TREES	1	TREE
HISTORIC TREES REMOVED	0	TREES

TREE SCHEDULE			
	EXISTING	REMOVED	REMAINING
BAY	4	0	4
OAK	22	1	21
PALM	6	4	2
TOTAL	32	5	27

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 2
Ormond Beach, Florida 32174
Phone: (386) 672-7794
www.NewKirkEngineering.com
C.A. # 30006584
L.C.# 26000544
Civil Engineering
Transportation, GIS &
Landscape Architecture
NEWKIRK ENGINEERING INC

TREE DATA ANALYSIS PLAN

SUGAR MILL BOAT & RV

390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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PROJECT No.	2025-XX
DATE	JULY 2025
DESIGN BY	HRN
DRAWN BY	NWS
CHECKED BY	HRN
SCALE	1" = 60'

DRAWING NUMBER

2

EXHIBIT "C"



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS
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10 JULY 2025

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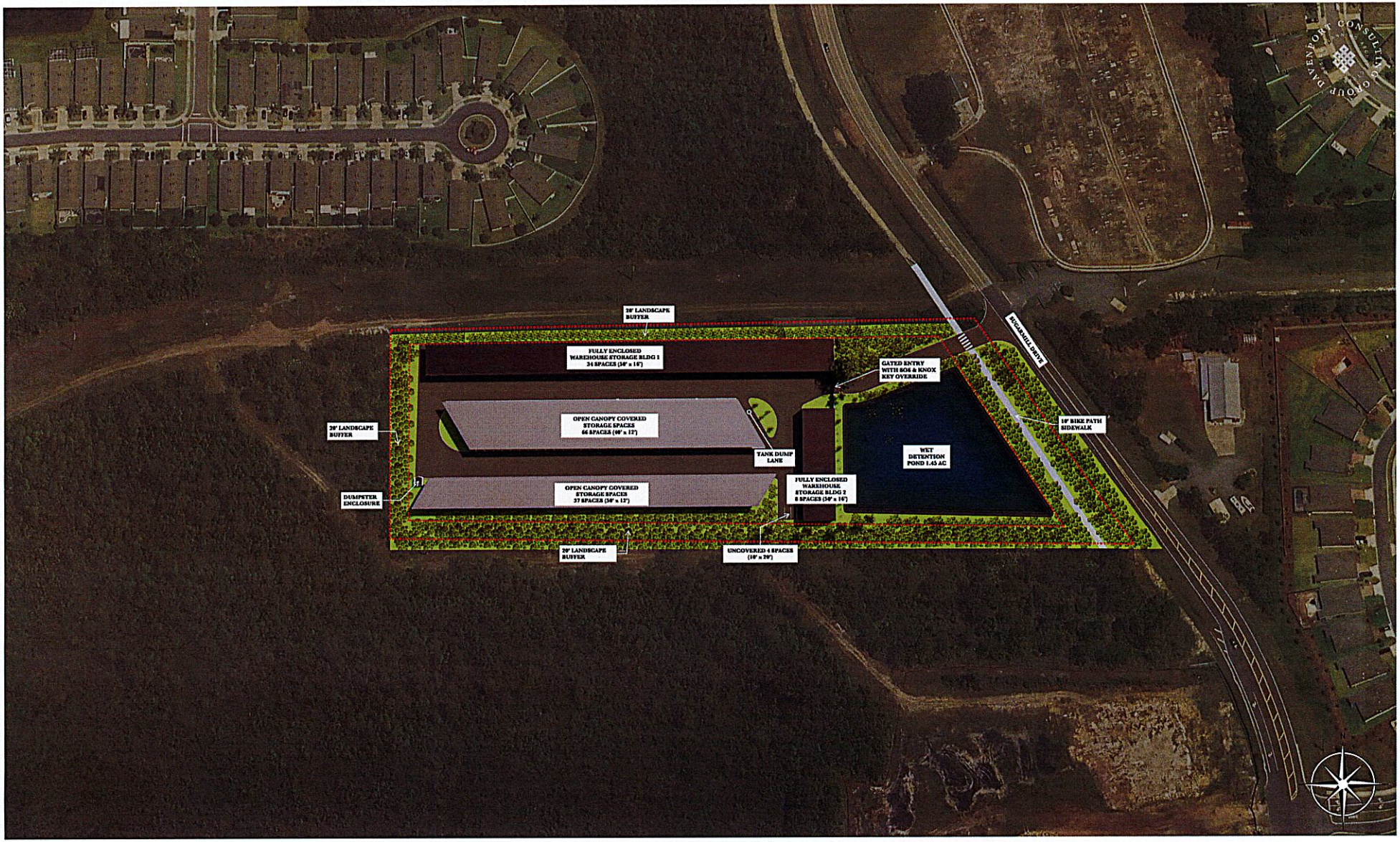

SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

25 JUNE 2025 | 1/64" = 1'

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

HOUSING AUTHORITY APPOINTMENT: CONSIDER THE REAPPOINTMENT OF TWO (2) CITIZENS TO SERVE A FOUR (4) YEAR TERM EXPIRING ON AUGUST 31, 2029.

November 11, 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

BOARD VACANCY NOTICE: THE TURNBULL CREEK LAND PRESERVATION COMMISSION HAS ONE (1) VACANCY DUE TO A RESIGNATION.

November 11, 2025

Background:

The Turnbull Creek Land Preservation Commission has one (1) vacancy due to the resignation of Mr. Lamont Ingalls. The applications are attached for your reference and review.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Turnbull Board Roster 10.8.2-25.pdf
Lauren Sullivan - Application.pdf
Randy Hartman - Application.pdf
Tiffany Kyle - Application.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

Boards & Commissions Application

Profile

Lauren
First Name

Sullivan
Last Name

ltsullivan16@gmail.com
Email Address

110 Dee St
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (303) 807-5624
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

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? *

[x] Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

7 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

Bear Creek High School

College(s)

Metropolitan State University of Denver and Palmer College of Chiropractic

Degrees held

Bachelor of Science: Major-Biology Minors- Chemistry and Integrated Therapeutic Practices
Doctorate of Chiropractic

L_Sullivan_2025_CV.docx
Upload a Resume

Work Experience

Self
Employer

Doctor of Chiropractic
Job Title

Please describe your work experience, if any.

Please see attached Curriculum Vitae for academic and work experience.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I was actively involved with my community in Colorado prior to moving here however I have not been involved with the City of New Smyrna Beach yet. Previous involvement has been volunteer events such as the 9*news health fairs, volunteering with local park clean ups, volunteering for the West Metro Chamber of Commerce for special events and volunteer work with small holistic medical practices. The only currently volunteer I am doing is the Children's liturgy at my church in Port Orange.

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)?

After obtaining my doctorate I never thought I would be a stay-at home mom, however that is exactly what I am doing right now. Therefore, I have time I can invest in my local community and I was intrigued by the posting of a position on the Turnbull Creek Land Preservation Committee. I was born and raised in Colorado prior to moving to New Smyrna Beach. I grew up hiking, camping, fishing, hunting and rock climbing with my family. My husband and I lived at 9200’ elevation in a small mountain town where we overlooked Pike’s Peak National Forest and enjoyed fox, deer, elk, chipmunks, humming birds and other mountain animals on a daily basis. Growing up immersed in nature was a blessing and when we moved to Florida the second time we knew we needed to find a property where we feel like we can enjoy natural Florida. After looking for nearly a year we were fortunate enough to purchase a house that I describe as a 70’s time capsule, but we did not buy it for the house itself. We wanted and needed the small bit of land that came with it. We are on a small peninsula in the Spruce Creek district which has mangroves and a forest edge leading to the canal, part of our property is a conservation area. With our families innate appreciation for the outdoors, we could not be more blessed to live in such a unique area. New Smyrna Beach was my home when I attended Chiropractic College up in Port Orange. My husband is an Engineer and does power utility work which is ultimately what brought us back to Florida. We fell in love with the small beach town, as it was quite different from Colorado but kept us out of Orlando where he currently works. We have seen what hurricanes do to the beach and other areas, and how each storm is different. While living here we have traded mountain activities for water and jungle expeditions. Jungle strolls instead of hikes, kayaking through the mangroves instead of on a small mountain lake, and learning how to cope with extreme heat instead of the bitter cold (both of which I love). Animal sighting is significantly different here but still remains a highlight of any outdoor activity. Instead of moose or elk in a lake, we see river otters or manatees in the mangroves. Birds here are plentiful and crabs and snakes have tried to scurry into our house on more than one occasion. Yet the little raccoons and hawks remind us of Colorado. These animals need to be protected and their homes preserved to ensure future generations can enjoy the nature that is plentiful here in New Smyrna. My undergraduate studies included a major in Biology. I was focusing on healthcare related topics but was fortunate enough to have some of the monotony broken up with various ecology classes. I have taken courses such as animal ecology which included a field portion, vertebrate zoology, environmental conservation and simply basic biology courses with material covering plants, invertebrates and vertebrates. Ironically, before I ever lived in Florida, one of my senior projects was a research project on the alligators that are in Lake Okeechobee. The incredibly polluted lake has been changing the alligators and it gives rise to the questions of what else is it changing. Efforts have been made to restore the lake, but the damage done takes time and we need to wait and see what can truly be restored. I also did a group research project for a small local beaver population in Colorado. We studied the trees they were utilizing and the area that they retrieved the trees. This project entailed a lot of field work where I was measuring the diameter of trees downed by the beavers and the distance the trees were from the water to help preserve a small area in a neighborhood that the beavers inhabited. The project was an attempt to understand how best to cohabitate the area since it was already populated and in an area with further development planned. Honestly the field work felt like a bunch of hiking and exploring while logging data with my team, it was a very enjoyable and rejuvenating way to do a lab study compared to some of the chemistry labs I was taking. My professional experience has taken me out of nature and into the clinic and classroom primarily. My teaching and research experience has presented

me with opportunities to collaborate with other experts in my field and ensure we are passing along relevant knowledge to the next generation. I have collaborated with other instructors to teach labs to accompany the lecture of a class assigned to a lead instructor; however, I was also given the privilege of being a lead instructor and needing to provide materials for the instructors teaching my accompanying labs. This forced strong communication, clear expectations and good course development. I believe these skills are transferable to being a part of any functional team. There is nothing quite like being a teacher to shine a light on your strengths and weaknesses making you hone your skills and improve on your own shortcomings to improve your student's overall experience. I have also been a business owner and through that endeavor I have learned to make rational, often conservative, financial decisions to ensure profitability and efficient money management. My private practice was modeled to have low amounts of debt and low overhead which allowed my practice to be profitable within the first year of opening. I am very much a self-motivator and feel like any successful business owner needs to be. I was resourceful during the pandemic and managed to stay afloat during government mandated shutdowns in Colorado. In 2023 my husband and I welcomed our second child and while I was on maternity leave my husband received a job offer we could not refuse, bringing us back to New Smyrna Beach and allowing me to stay home with the kids until they are older. (He is an PE, Electrical Engineer who does power utility work and manages an office of approximately 80 engineers in Orlando. Disclaimer, occasionally he does utility contract work for the city of New Smyrna Beach). We now have three children and I spend my days taking them to parks, playing at the beach, going to story time at the NSB library, kayaking Turnbull creek or the intracoastal and driving my 4-year-old to preschool or whatever play date we have planned. While I am blessed to have this lifestyle, I would like to start contributing more time to my local community. To be honest, I absolutely love and adore my children, but I need to start doing something that will take me out of the home occasionally and allow me to engage with other professionals. I want to spend a few more years with my kids while they are young and this provides me with an opportunity to try and find a volunteer position that can help provide balance to my life. I have a unique set of experiences, a great appreciation for the outdoors, and I also bring a perspective of the youth being a millennial myself. I believe it would be an enjoyable experience to be a part of this board and I look forward to contributing more of my time and effort to my local community.

References

Name of Reference #1 (Please do not list current elected officials)

Kaitlin Polarczyk

Address of Reference #1

3912 Casaba Loop, Valrico, FL 33596

Telephone Number of Reference #1

813-317-6763

Email address of reference #1

Kaitlinpolarczyk@gmail.com

Nature of your relationship (business/personal).

Business and Personal

Name of Reference #2 (Please do not list current elected officials)

Dr. Jay Hafner

Address of Reference #2

305 S Kipling St Lakewood, CO 80226

Telephone Number of Reference #2

303-989-0255

Email Address of Reference #2

Hafnerchiro@gmail.com

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

Tammey Sullivan

Address of Reference #3

6638 Ottawa Ave Littleton, CO 80123

Telephone Number of Reference #3

303-912-4169

Email address of Reference #3

tntam59@gmail.com

Nature of your relationship (business/personal).

Personal and Business

Dr. Lauren Sullivan

110 Dee Street New Smyrna Beach, FL 32168
303-807-5624 LTSullivan16@gmail.com

Curriculum Vitae

I am seeking a position as a resident on the New Smyrna Beach Turnbull Creek Land and Preservation Committee. I moved to New Smyrna Beach with my husband in 2014 to begin my studies at Palmer College of Chiropractic. I have been a college instructor, a small business owner and a lifelong learner prior to taking on my current role as a stay-at-home mom of three. I have found that I am passionate about my local community and would like to find meaningful ways to contribute my time to local efforts. Since I am blessed with a break in my career to raise my young family, I have time I can contribute to something other than my career for the next couple years. My undergraduate studies were in Biology where I was fortunate to take several courses in animal and environmental conservation, this was an enjoyable area of study outside of the anatomy and physiology classes I typically took. I hope to engage with you further to determine if I would be a fitting representative.

Education

Palmer College of Chiropractic Florida July 2014- September 2017

Doctorate in Chiropractic (Cum Laude)

Rotations, Boards Part 1, 2, 3, 4 and PT: PASSED

Metropolitan State University of Denver August 2010 - May 2014

Bachelors of Science in Biology

Minors: Chemistry and Integrated Therapeutic Practice

Experience

Homemaker and Stay-at-Home Mom June 2023- Present

Sullivan Household, New Smyrna Beach FL

- Manage our household with 3 young children (4 years, 2 years and 6 months old).

Owner, Founder and Chiropractic Physician February 2019- June 2023

Aligned Health Chiropractic, Lakewood CO

- Established and managed a chiropractic clinic.
- Maintained budgets ensuring the clinic was profitable within the first year.
- Developed protocols for the clinic and established documentation standards for the office.
- Evaluate and treated patients with tailored care plans focusing on patient centered care.
- Market the business and networked with other local organizations.
- Create care plans based on diagnosis with maximized improvement and achieved patient goals.
- Recognize new ways to provide care and minimize risks in the midst of the COVID pandemic.

Radiology Teaching Resident: January 2018 - December 2018

Parker College of Chiropractic, Dallas TX

- Lead instructor, creating course content for radiology classes assigned by department head.
- Teach and conduct lab classes as an instructor collaborating with lead instructors.
- Present relevant research at conferences as a radiology specialist.
- Establish weekly meetings with residency directors to develop expert knowledge in the field of radiology.
- Evaluate and write radiology reports for the clinic.

Cadaver Dissector and Radiology Tutor: December 2014 – September 2017

Palmer College of Chiropractic, Port Orange FL

- Perform the various dissections and preserve the specimens accordingly.
- Maintain a clean, organized and private lab setting.
- Collaborate with the course instructor to prepare for dissections or tutoring sessions.
- Explain and show radiology concepts to students in methods different than class.

Chiropractic Assistant: December 2013 - May 2014

Hafner Chiropractic Clinic, Lakewood CO

- Assisted patients on various therapies.
- Performed front desk tasks including payment, insurance verification and scheduling.
- Developed x-ray films in a dark room as needed.

Anatomy and Cadaver Lab Monitor and Teaching Assistant: January 2011- May 2014

MSU Denver, Denver CO

- Facilitated and set up all anatomy and cadaver labs for the school.
- Interacted with students in various ways to help learning in a lab environment.
- Created lab exams for Anatomy and Physiology 1 and 2 labs.

Licensed Insurance Broker: July 2010 – October 2013

Healthcare Benefits Services, Littleton CO

- Provided outstanding customer support and explanations for clients.
- Isolated the best insurance plan for clients, primarily Medicare plans.
- Created various worksheets for the company to utilize as educational tools.

Conference or Publication Presentations

2018 ACCR Conference, Portland OR October 2018

Parsonage-Turner Syndrome, A Case Study

2018 ACC-RAC Conference, Dallas TX March 2018

Poster presentation of a case study:

The Double notch sign: Osteochondral fracture strongly indicating sever internal joint derangement

2017 ACCR Conference, Minneapolis MN October 2017

The Double notch sign: Osteochondral fracture strongly indicating sever internal joint derangement:

A Case Study

Academic Internships

Chiropractic Intern and Teaching Assistant: September 2016- September 2017

Palmer College of Chiropractic Clinic- Florida

- Appointed as the Chiropractic Teaching Assistant for a team of 16 interns.
- Manage a large group of interns to ensure patients are and interns are meeting set goals.
- Practice outstanding patient management and care.
- Evaluate patients, practice thorough history taking and order further exams as necessary.
- Continue to learn skillful adjusting, therapeutic exercises and treatment modalities.

Assistant to Deputy Coroner: January 2012 – September 2012

Boulder County Coroner's office (Successful completion of internship)

- Assisted in autopsies and the reports pertaining to each case.
- Actively retrieved bodies and notified next of kin.
- Edited death certificates and death reports.
- Organized decades of preserved specimens and open reports.

Extracurricular Activities

Member of the West Metro Chamber of Commerce	January 2019- June 2023
Chiropractic Day at the Capital, Tallahassee FL	February 2016 and February 2017
Palmer Black Coat Radiology Program	September 2016 – September 2017
Teaching Assistant at Palmer	January 2012-December 2015
President/Officer of Grostic Procedure Club	October 2014 –June 2016
Vice President of Scoliosis Club	January 2015 – June 2015
Annual Volunteer at the 9news Health fair	March 2011-May 2014

Awards

Clinical Excellence Nominee	September 2017
Fin Fit Scholarship	August 2016
Most Outstanding Future Alumni, Palmer College of Chiropractic Florida	August 2015
Dean's List, Palmer College of Chiropractic Florida	September 2014 - September 2017
Dean's List, MSU Denver	December 2010 - May 2014

Additional Skills

- Exceptional public speaking skills.
- Very self-driven and motivated.
- Passionate learner.
- Certified Nursing Assistant (*Red Rocks Community College*)
- Completed over 2000 hours of volunteer work in undergrad in various health related fields.
- Enjoys networking with local businesses.
- Enjoys creating protocols and procedures to ensure efficiency and accuracy.
- Practices good time management.
- Capable of maintaining a calm demeanor in stressful situations.
- Capable of making learning an engaging and fun filled venture.

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?

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? *

[x] 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

Tiffany
First Name

Linkovich Kyle
Last Name

tiffanykyle@gmail.com
Email Address

620 Hidden Pines Blvd.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (407) 421-7396
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

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 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

15 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

DeLand High School

College(s)

University of Central Florida

Degrees held

Ph.D.

Upload a Resume

Work Experience

Self
Employer

Independent Contract
Job Title

Please describe your work experience, if any.

I am currently under contract with Columbia University working with a team funded by the National Institute on Drug Abuse (NIDA). Formerly, I worked as Director of Research at Aspire Health Partners in Orlando and as a Community Treatment Provider Principal Investigator for the National Drug Abuse Treatment Clinical Trials Network (NIDA CTN). Due to personal interest, I have volunteered time over the past 15 years promoting environmental conservation in Volusia County.

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 grew up in Volusia County and value the natural beauty of the area. As a New Smyrna Beach resident, I am concerned about the disappearing forested property within the Turnbull Bay Watershed and its influence on the health of our waterways and stormwater management.

References

Name of Reference #1

Donna Athearn

Address of Reference #1

684 Corbin Park Road, New Smyrna Beach, FL 32168

Telephone Number of Reference #1

3864263198

Email address of reference #1

Nature of your relationship (business/personal).

neighbor

Name of Reference #2

Russ Owen

Address of Reference #2

609 Hidden Pines Blvd., New Smyrna Beach, FL 32168

Telephone Number of Reference #2

3863143433

Email Address of Reference #2

Nature of your relationship (business/personal).

neighbor

Name of Reference #3

Andy & Teralee West

Address of Reference #3

2250 Paige Ave., New Smyrna Beach, FL 32168

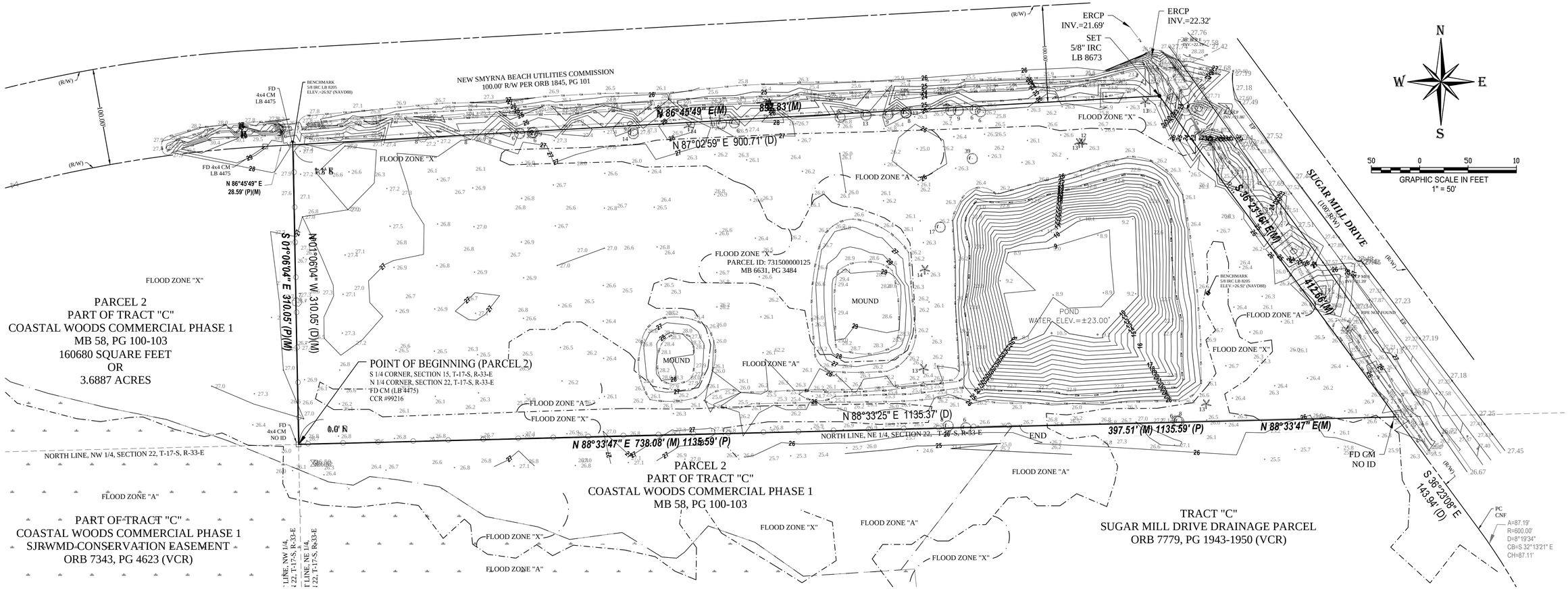
Telephone Number of Reference #3

3865271619

Email address of Reference #3

Nature of your relationship (business/personal).

neighbors



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- • 0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. **BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).**
2. **LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.**
3. **THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.**
4. **RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.**
5. **FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.**
6. **DATA SOURCES:**

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. **HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.**

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1940, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5952, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. **THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.**
9. **UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.**
10. **LIMITATIONS:**

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. **PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.**
12. **IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.**
13. **UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.**

REVISIONS:

SITE ADDRESS:	390 Sugar Mill Drive New Smyrna Beach, Florida
TYPE OF SURVEY:	Boundary, Tree & Topographic
PROJECT NUMBER:	25-78
Field Work by: RS Date: 07/15/25	
Field Book: 45 Page: 14	
Office Work by: BR Date: 07/16/25	
Scale: 1" = 50'	

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION
386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTIONS 051, FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

David McMillen
LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR