Community Redevelopment Agency
Tuesday, January 27, 2026 at 5:10 PM

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

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

3. CONSENT AGENDA

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

4. OLD BUSINESS

5. NEW BUSINESS

5.A Resolution No. CRA 01-26: Consider the adoption of a Resolution, which if adopted, would approve the Amended CRA Budget and re-appropriate CRA Funds for Specific CRA Capital Projects for Fiscal Year 2025 - 2026

5.B Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Small-Scale Commercial Facade / Property Improvement 50-50 Matching Grant in the Amount of $19,625 to Cynthia Olsen, Owner, Food Solutions Holdings LLC Located at 109 N. Causeway, New Smyrna Beach

5.C Consider the approval of an extension for Ronin Sushi Bar NSB LLC Large-Scale Commercial Facade / Property Improvement Grant at 115 Live Oak Street

5.D Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large-Scale Facade / Property Improvement 50-50 Matching Grant in the Amount of $59,333.49 to Pardeep Lodia, President Deep Petroleum, Inc. located at 620 N. Dixie Freeway, New Smyrna Beach.

5.E Consider the approval of a Historic Home Preservation Facade / Property Improvement 50-50 Matching Reimbursement Grant Program in the Amount of $50,000 per Grant.

5.F Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large-Scale Commercial Façade/Property Improvement 50-50 Matching Grant in the amount of $100,000 to Dr. Abigail Adams, Owner of Grande Key Properties, LLC, located at 105 North Orange Street, New Smyrna Beach.

5.G Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large-Scale Commercial Façade/Property Improvement 50-50 Matching Grant in the amount of $88,050 to Dr. Abigail Adams, Owner of Grande Key Properties, LLC, located at 115 North Orange Street, New Smyrna Beach.

5.H Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large-Scale Commercial Façade/Property Improvement 50-50 Matching Grant in the amount of $70,650 to Dr. Abigail Adams, Owner of GKP Julia, LLC located at 310 Julia Street, New Smyrna Beach.

5.I Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach Adaptive Reuse Opportunity 50-50 Matching Grant in the amount of $250,000 to Bernard Huckestein, owner of NSB Magnolia LLC located at 300 Magnolia Street, New Smyrna Beach for the construction of the Yardery of New Smyrna Beach (YNSB).

6. REPORTS AND COMMUNICATIONS

7. ADJOURNMENT

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

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

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

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

January 27, 2026

Background:

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

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

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

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

MINUTES

1. CALL TO ORDER

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

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

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

2. PUBLIC PARTICIPATION

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

3. CONSENT AGENDA

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

Motion:

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

4. OLD BUSINESS

5. NEW BUSINESS

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

Motion:

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

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

Motion:

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

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

Motion:

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

6. REPORTS AND COMMUNICATIONS

7. ADJOURNMENT

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

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

RESOLUTION NO. CRA 01-26: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE AMENDED CRA BUDGET AND RE-APPROPRIATE CRA FUNDS FOR SPECIFIC CRA CAPITAL PROJECTS FOR FISCAL YEAR 2025 - 2026

January 27, 2026

Background:

On September 9, 2025, the CRA Board approved Resolution No. CRA 02-25, Fiscal Year 2025 - 2026 CRA Budget in the amount of $10,209,070.

Findings:

TIF revenues are based on early estimates provided by the Volusia County Property Tax Appraiser's Office in May for budgeting. In November, the property valuations are finalized. The final valuations do oftentimes vary from the estimates and the balance forward and interest earned are also finalized from the previous fiscal year.

The original approved budget included:
Proposed Revenues:
County TIF $1,138,230
City TIF $1,735,796
Earnings & Interest $111,000
Balance Forward $7,224,043
Total Revenues: $10,209,070

Motion to approve Resolution CRA 01-26, the amended FY 2025 - 2026 CRA Budget.

Fiscal Analysis:

The Final Current Year Taxable Value in the CRA $592,529,286 (May's Estimate was $584,634,903). This increase in taxable value resulted in an increase in TIF from both Volusia County and City.

The Finance Department closed out the 2024 - 2025 fiscal year and provided the corrected amount of CRA Trust Funds to Carry Forward to this current fiscal year and re-allocate to the Redevelopment Assistance, Grants in Aids and Capital Projects.

New Amended Budget Revenues Include:
County TIF: $1,156,914
City TIF: $1,772,037

Balance Forward: $8,176,786
Interest Earnings: $ 111,000
Total Revenues: $11,216,737

Amended Expenditures Include:
Development & Assistance Grants: $3,310,522 (including Facade Grants that from last year awaiting completion) (moving $34,000 from Small Scale Commercial Facade / Property Improvement Grants to Capital Projects for the Babe James Splash Pad Upgrades)
Other Grants & Aides: $610,000
Capital Projects: $7,296,215 (Including capital project approved last year currently underway) (adding the $34,000 Babe James Splash Pad Upgrades and adding $1,007,667 for the Design for a Seawall Replacement Project at Riverside Park)
Total Expenditures: $11,216,737

Strategic Plan Item:
No

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

Attachments:

Res CRA 01-26 Adopting Amended FY2025-2026 Budget.pdf

RESOLUTION NO. CRA 01-26

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

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

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach is a dependent special district under Chapter 189, Florida Statues (2006), known as the Uniform Special District Accountability Act (the "Special District Act"); and

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

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

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

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

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

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

2026 and the re-appropriation of the remaining funds to specific and amended CRA Capital Projects for Fiscal Year 2025-2026. A copy of the budget is attached hereto and incorporated herein as **Exhibit "A"**.

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

SECTION 4. ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded or repealed.

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/20/2026

EXHIBIT A

Amended Budget Fiscal Year October 1, 2025 - September 30, 2026
Time: 2015 -2035 Board: City Commission
2002 Acres Registered Agent: Samantha Bergeron, CRA / Economic Development Director
URL: https://www.cityofnsb.com/1286/Community-Redevelopment

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

GL Line Code	Revenues:		
	Description	**Amount**	**Notes:**
12530000.319101	County TIF (Millage 3.2007) 95% of 95%	$1,156,914	
12530000.319102	City TIF (Millage 4.637) X 95%	$1,772,037	
12530000.361101	Interest Earnings	$111,000	
12530000.389101	Appropriated Fund Equity	$8,176,786	(aka Balance Forward)
	Total Revenues	**$11,216,737**	
	Expenses:		

	Re-Development Assistance & Incentives		
Line Code #	**Description**	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
12555201.583006.26LSF	Large-Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners located within the CRA District with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 6 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.25LSF	The Magnolia Carl Hodges	$96,238	rollover from last year approved August 26, 2025
12555201.583006.25LSF	Amanda Prokop - NSB Chiropractic	$100,000	rollover from last year approved July 22, 2025
12555201.583006.25LSF	Victoria Marsh - 114 Live Oak St.	$98,284	rollover from last year approved July 22, 2025
12555201.583006.25LSF	DeLegal TTD (Park Center II)	$100,000	Rollover from last year
12555201.583006.25LSF	Ronin Sushi Bar	$100,000	Rollover from last year
12555201.583006.26SCF	Small Scale Commercial Façade / Property Improvement Grant Program	$166,000	Program will assist eligible businesses / commercial property owners located in the CRA District with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.26ARG	Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located CRA District with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)

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

12555203.563203.25AIB	Airport Beautification Construction	$300,000	Rollover from last year Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)
12555203.563203.26THA	AVCON Hangar Infrastructure Design	$100,000	Rollover from last year Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.26THA	AVCON Hanger Infrastructure CAS / Construction	$1,166,010	Rollover from last year (NOTE: Project cost is $2,240,000) Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.26CDG	Community Development Block Grant	$50,000	Rollover from last year Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
12555203.549099.25TBR	Stormwater Management - Dredge Between Turnbull Bay Bridge and Railroad trussell	$400,000	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.563203.25SC4	LED Light Conversion Sports Complex	$2,358,500	Rollover from last year Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient sports fields. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.25PSS	Pettis Park Improvement Project	$100,000	Rollover from last year Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
12555203.563203.25RPL	Rocco Park LED Retrofit	$155,000	Rollover from last year Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient parking lot. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.25SPL	Skate Park Lighting	$106,500	Rollover from last year (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.25SCP	New Playground @ Sports Complex	$499,025	Rollover from last year (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) SMALL-SCALE COMMERCIAL FACADE / PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $19,625 TO CYNTHIA OLSEN, OWNER, FOOD SOLUTIONS HOLDINGS LLC LOCATED AT 109 N. CAUSEWAY, NEW SMYRNA BEACH

January 27, 2026

Background:

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

The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business within the CRA District. The result will halt deterioration, stabilize property values, improve, and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the CRA District.

For this grant request, the CRA Board is considering an award of a Small-Scale Commercial Facade / Property Improvement Grant in the amount of $19,625 to Cynthia Olsen, owner of Food Solutions Holdings LLC for parking lot repaving, parking lot restriping, curb repairs and exterior ADA improvements.

The work is estimated to cost $39,250.

Findings:

The applicant provided all of the required documentation and meets the eligibility requirements for this grant program. three quotes:
D2 Paving & Site Work LLC $46,350
Vista Construction of Florida $44,180
Parking Lot Pro's $39,250

Motion to approve the award of a small-scale grant in the amount of $19,625 to Cynthia Olsen owner of 109 N. Causeway, New Smyrna Beach

Fiscal Analysis:

In the current fiscal year, 2025 - 2026 budget, $200,000 has been allocated for Small-Scale Commercial Facade / Property Improvement Grants.

Strategic Plan Item:
No

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

Attachments:

Small-Scale CRA Grant Application- 109 N Causeway - Cindy Olsen.pdf
site plan 109 N Causeway.pdf
Agreement - 109 N Causeway - Olsen.pdf

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

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

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

PROGRAM DESCRIPTION:

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

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

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

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

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

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

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

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

Eligible Properties include:

- Commercial and Industrial Properties

Eligible Businesses include:

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

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

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

- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

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

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

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

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

APPLICATION PROCESS:

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

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

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

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

REIMBURSEMENT PROCESS:

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

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

b) Building Department Inspection forms and completed final inspections.

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

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

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

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

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

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

109 N. Causeway New Smyrna Beach, FL 32169

Property Address City, State, Zip Code

Cynthia Olsen

Applicant Name **(Please Print)**

Applicant Signature

APPLICATION CHECKLIST

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

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

☐ TAB 2: W9 Form (attached)

☐ TAB 3: Copy of Business Tax Identification

☐ TAB 4: Copy of Occupational Licenses

☐ TAB 5: Copy of Warranty Deed,

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

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

☐ TAB 8: Plans or sketches (if applicable)

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

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

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

☐ TAB 12: Estimated timeline or project schedule

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

☐ TAB 14: Completed Application

☐ TAB 15: Completed Checklist

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

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

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

1. APPLICANT

Name: Food Solutions Holdings LLC

Address: 1214 S. Riverside Drive

City, State: New Smyrna Beach, FL

Zip Code: 32168 Phone Number: 732-515-1794

E-mail: colsen@worldwsales.com

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Food Solutions Holdings, LLC

Address: 109 N. Causeway

City, State: New Smyrna Beach, FL

Zip Code: 32169

3. OWNER TYPE:

☐ Individual ☐ Partnership ☒ LLC

☐ Sole Proprietorship ☐ Corporation Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name: _____

Address: _____

City, State: _____

Zip Code: _____ Phone Number: _____

E-mail: _____

5. PROJECT INFORMATION

Project Description

Repave the parking lot, Re-stripe the parking lot

Fix the curbs

ADA improvements exterior

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Painting		☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☐ Roof Repair		☐ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	7670
☐ Decorative exterior facade improvements		☐ Signage	
☐ Exterior doors/windows		☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping	31,580	☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST**	39,250

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

Name of **LICENSED** General Contractor for the Project: Parking Lot Pros

Address of General Contractor: 102 Via Duomo

City, State New Smyrna Beach, FL Zip Code 32169

Phone Number of General Contractor: 386-405-0162

Email for General Contractor: theparkinglotpros@gmail.com

Estimated Total Project Cost: $39,250 Grant Amount Requested: $19,625

6. **SOURCES OF FUNDING**

self funded

7. **APPLICATION AGREEMENT**

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

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

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

Cynthia Olsen

Applicant Name **(Please Print)**

Applicant Signature 10/13/25 Date

Applicant Name **(Please Print)**

Applicant Signature Date

Property Owner Authorization Form

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

The undersigned owner of the existing building located at:

_____
Address

Certifies that:

_____
Applicant

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

_____
Property Owner Name

_____
Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

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

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

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

Property Owner Authorization Form Continued

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

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

_____
("Applicant").

WHEREAS, Applicant has made application for a grant with the Community Redevelopment Agency of the City of New Smyrna Beach under the CRA Small Scale Commercial Facade/Property Improvement 50-50 Matching Grant; and

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

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to Community Redevelopment Agency of the City of New Smyrna Beach, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, Community Redevelopment Agency of the City of New Smyrna Beach will reimburse Applicant the approved amount of $_____, (50-50 Matching) (in no event shall Community Redevelopment Agency of the City of New Smyrna Beach pay more than $20,000.00).

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

APPLICANT:

By: _____

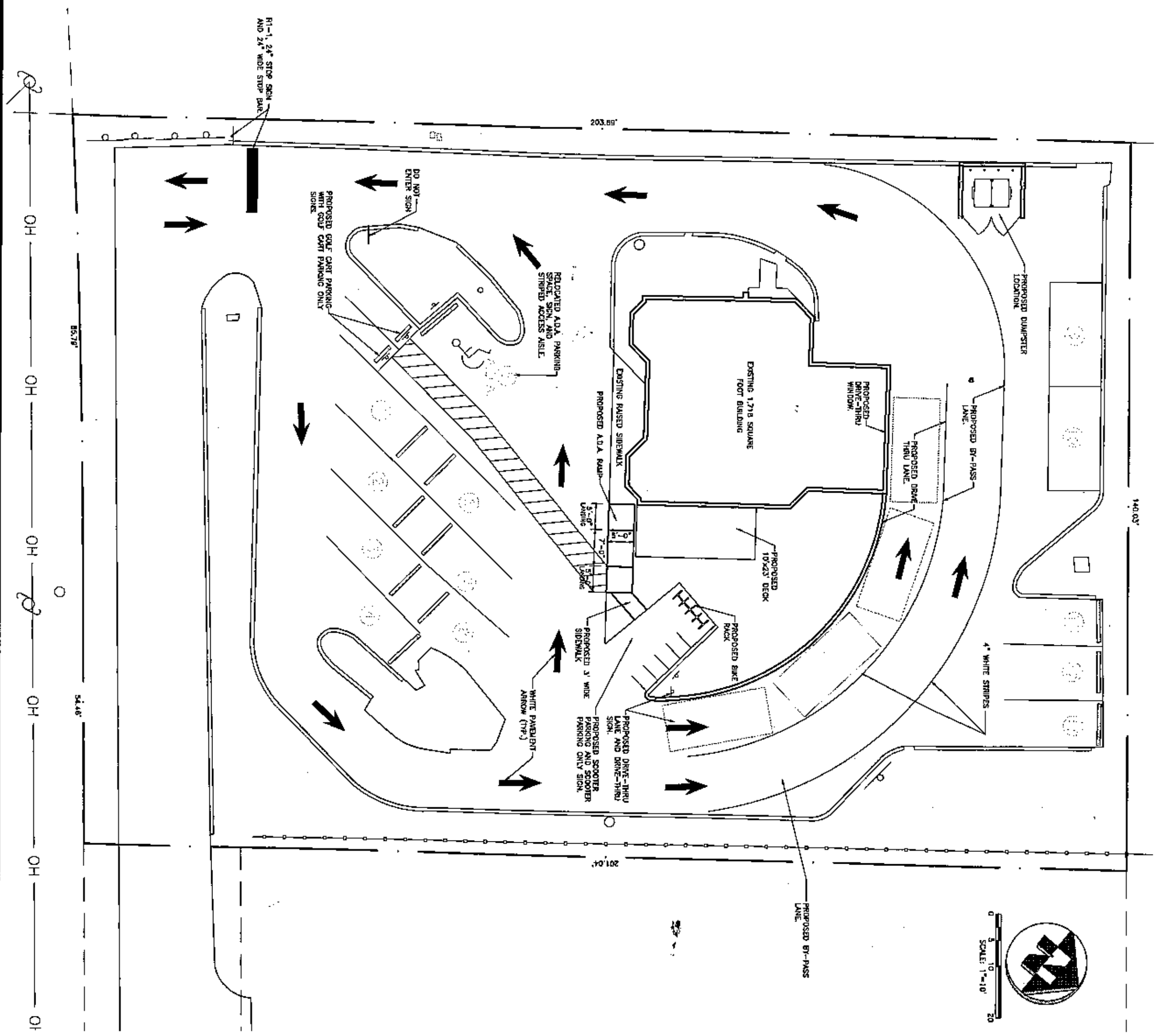
Print Name: _____

By: _____

Its: _____
"Applicant"

Community Redevelopment Agency of the City of New Smyrna Beach Board

_____
Chairperson



PROJECT SCOPE:
- CLASS 1 SITE PLAN TO CONVERT AN EXISTING WINE SHOP TO A COFFEE/SANDWICH/ICE CREAM SHOP.
- ADD A DRIVE THRU WINDOW SERVICE AND BY-PASS LANE.
- ADD A DUMPSTER AND DUMPSTER ENCLOSURE TO THE SITE PER DETAIL.
- EXISTING PAVEMENT, PARKING, STORMWATER SYSTEM, AND LIGHTING TO REMAIN.
- SITE PLAN BASED ON SURVEY BY BERRY JOE PAYNE SURVEYING, INC.
- ADD SIGNS AND PAVEMENT MARKINGS AS INDICATED.
- ADD A.D.A. SPACE, MARKINGS, AND SIGN PER DETAIL WITH MAXIMUM 1:48 SLOPE.
- LANDSCAPING TO BE PROVIDED PER SHEET L-1 LANDSCAPING PLAN.

PROPERTY INFORMATION:

PARCEL I.D.# 7417-01-01-0061

LEGAL DESCRIPTION:

S 203.79 FT MEAS ON W/L OF W 140.11 FT MEAS ON N/L OF LOT 6 BLK 1 NORTH CAUSEWAY SUB MB 11 PG 209 PER OR 4717 PG 1219 PER OR 6248 PG 0755 PER OR 7157 PG 2578 PER OR 7384 PG 1345

ZONING DATA:

ZONING:	B-2
MAX. BLDG. HGT.	35 FT.
MAX. BLDG. COVERAGE	35%
MAX. IMPERVIOUS COVERAGE	75%

BUILDING SETBACKS:

FRONT:	35'
REAR:	10'
SIDE:	10'

BUFFERS:

FRONT:	7'
SIDE:	7'
REAR:	7'

SITE DATA:

TOTAL AREA:	28,354 SQ. FT.
FLOOD ZONES:	X-SHADED

PARKING REQUIRED:

REQUIRED: (FAST FOOD)	1 PER 2 SEATS 28 SEATS/2 = (14) SPACES
EXISTING:	(14) SPACES (1 A.D.A.)
PROPOSED:*	(14) SPACES (1 A.D.A.)

*ONE (10) BIKE BICYCLE RACK EQUALS ONE SPACE.

CONSTRUCTION NOTES:
- CONTRACTOR TO CLEAN ALL STORM DRAIN INLETS AND PIPES FOR CITY ENGINEER INSPECTION.
- REMOVE EXISTING PAVEMENT AND ADD CURBING WHERE SHOWN (SEE EXISTING CONDITION PLAN).
- NO NEW IMPERVIOUS AREAS WILL BE ADDED TO THE SITE.
- BUILDING REMODEL AND NEW DECK PLANS BY PROJECT ARCHITECT.

"PERMIT APPLICATION SET"

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SHEET NO. C-1

REV.	DATE:	NOTES:

DRAFTER: DBA
CHECKED BY: RD
PROJECT NO. 20-1300

CLIENT: FOOD SOLUTIONS HOLDINGS, LLC. 1214 S. RIVERSIDE DR. NEW SMYRNA BEACH, FLORIDA

CLASS 1 SITE PLAN FOR:

PHELPS ICE CREAM SHOP

109 NORTH CAUSEWAY
NEW SMYRNA BEACH, FLORIDA

RICHARD J. DIXON, P.E.
PROFESSIONAL ENGINEER
FL. REG.# 47544
102 SOUTH ORANGE STREET
NEW SMYRNA BEACH, FL
32168 (386) 428-5834

ANDERSON DIXON
ENGINEERING • PLANNING • PERMITTING
PHONE: (386) 428-5834 • FAX: (386) 409-3781

DATE: 09-01-20

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

This agreement is entered into this 27th day of January 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Cynthis Olsen, owner of Food Solutions Holdings LLC located at 109 N. Causeway, New Smyrna Beach, FL 32169 (Parcel ID 741701010061) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

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

WHEREAS, **GRANTEE** is the owner of a commercial property located at 109 N. Causeway, New Smyrna Beach, FL 32169 and has made application for a grant under the Small-Scale Commercial Façade/Property Improvement Grant Program for parking lot repaving, parking lot restriping and exterior ADA improvements; and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to parking lot repaving, parking lot restriping and exterior ADA improvements of the commercial property located at 109 N. Causeway, New Smyrna Beach, FL 32169 (Parcel ID 741701010061), as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

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

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before **June 30, 2026**.

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

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, install two 3' X 8'new exterior doors, construct handicap ramp, fabricate and install exterior awnings, remove and replace the front porch, install new electrical service, exterior stucco using wire an expansion joints and 4" band on the exterior windows and doors, install new irrigations system and landscaping, exterior landscaping lighting and exterior painting including trim and doors is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 39,250.00** the maximum eligible grant award to GRANTEE is **$ 19,625.00** subject to the following conditions:

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

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

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

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

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

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

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

6) Photos of the finished improvements for presentations.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to _Cynthis Olsen, 1214 S. Riverside Drive, New Smyrna Beach, FL 32168_____ or an updated mailing address provided in writing to the CRA by the grantee.

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

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at __109 N. Causeway, New Smyrna Beach, FL 32169 (Parcel ID 741701010061). Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

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

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

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

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

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

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

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

_____

NOTARY PUBLIC

Notary Seal

CYNTHIA OLSEN, MANAGER
FOOD SOLUTIONS HOLDINGS, LLC
109 N. CAUSEWAY, NEW SMYRNA BEACH, FL

WITESSES:

BY: Cynthia Olsen, Manager
SIGNATURE AND TITLE

Kim M Sgro
Print Name: Kim M. Sgro

Amy L Bruce
Print Name: Amy L Bruce

STATE OF FLORIDA New York
COUNTY OF VOLUSIA Onondaga

The foregoing instrument was acknowledged before me this 14th day of October, 2025, by _____. He is personally known to me or has produced Florida Drivers License as identification.

Patricia J Baum
NOTARY PUBLIC

Notary Seal

PATRICIA J BAUM
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Onondaga County
01BA0010794
MY COMMISSION EXPIRES 07/10/2027

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF AN EXTENSION FOR RONIN SUSHI BAR NSB LLC LARGE-SCALE COMMERCIAL FACADE / PROPERTY IMPROVEMENT GRANT AT 115 LIVE OAK STREET

January 27, 2026

Background:

The CRA Board approved and awarded this grant on January 29, 2025. The CRA / Economic Development Director has granted two extensions:
180 day extension granted May 9, 2025
60 day extension granted November 3, 2025

The grant awardee has had some issues related to the required fire sprinkler system that have delayed the work of tasks that need to take place after the fire sprinkler system is completed. The owners are respectfully requesting an extension to complete the project as per the agreement.

Need additional 90 days to July 1, 2026

Findings:

The project has been pushing forward, since the permits were approved. The grant awardee provides regular updates as required.

Motion to approve the requested 90-day extension to Ronin Sushi Bar NSB LLC to the new deadline of July 1, 2026

Motion to approve grant extension time to July 1, 2026 for Ronin Sushi Bar NSB LLC.

Fiscal Analysis:

The budgeted item for the approved $100,000 reimbursement was forwarded or rolled over to this current fiscal year's approved budget.

Strategic Plan Item:

No

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

Attachments:

2025 Nov 3 Ronin Sushi Bar NSB Large Scale Grant Extension Approval Letter.pdf
2025 May 9 Ronin Sushi Bar NSB Large Scale Grant Extension Approval Letter.pdf

2025 Jan 29 Ronin Sushi CRA Grant Agreement signed.pdf

November 3, 2025

Ms. Tran Nguyen, Manager
Ronin Sushi Bar NSB, LLC
115 Live Oak Street
New Smyrna Beach, FL 32168

Re: Large Scale Commercial Façade / Property Improvement CRA Grant Agreement Extension - 115 Live Oak Street, New Smyrna Beach to March 1, 2026

Dear Ms. Nguyen,

This letter is to inform you that your request for an extension has been approved. You are granted an additional 60-day extension for a total of 240 days from the original deadline of July 1, 2025 to **March 1, 2026**.

Please note that any additional grant extension beyond the 240 days will require approval of the Community Redevelopment Agency Board.

We encourage you to keep us informed of your progress and reach out should you need any further assistance during this extension period.

Best of luck to you with your project, and please reach out to us with any questions that you may have.

Sincerely,
Samantha Bergeron
Samantha Bergeron, Director
CRA/Economic Development
(386) 424-2160
Email: sbergeron@cityofnsb.com

May 9, 2025

Ms. Tran Nguyen, Manager
Ronin Sushi Bar NSB, LLC
115 Live Oak Street
New Smyrna Beach, FL 32168

Re: Large Scale Commercial Façade / Property Improvement CRA Grant Agreement Extension - 115 Live Oak Street, New Smyrna Beach

Dear Ms. Nguyen,

This letter is to inform you that your request for an extension has been approved. You are granted an extension of a total of 180 days from the original deadline of July 1, 2025 (extended to December 31, 2025).

Please note that any additional grant extension beyond the 240 days will require approval of the Community Redevelopment Agency Board.

We encourage you to keep us informed of your progress and reach out should you need any further assistance during this extension period.

Best of luck to you with your project, and please reach out to us with any questions that you may have.

Sincerely,
Samantha Bergeron
Samantha Bergeron, Director
CRA/Economic Development
(386) 424-2160
Email: sbergeron@cityofnsb.com

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

This agreement is entered into this 29 day of January 2025 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Tran M Nguyen, Manager, Ronin Sushi Bar NSB, LLC. ("**GRANTEE**"), a Florida Profit Corporation.

RECITALS

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

WHEREAS, **GRANTEE** is the president of a business located at 115 Live Oak Street, New Smyrna Beach, and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for public utilities and infrastructure required for business, decorative exterior façade improvement, exterior front door, and parking lot improvements; and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain professional design assistance and improve the decorative exterior façade, exterior doors/windows, parking lot improvements, exterior lighting, and fencing of the commercial property located at 115 Live Oak Street, New Smyrna Beach, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before ***July 1, 2025***.

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

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, exterior doors/windows, parking lot improvements, professional design assistance, exterior lighting, and fencing is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling ***$ 258,477.00*** the maximum eligible grant award to GRANTEE is $100,000 subject to the following conditions:

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

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

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

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

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

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

5) Final lien waivers from all contractors and subcontractors.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to ***2595 Echo Farms Circle, Port Orange, FL 32128*** or an updated mailing address provided in writing to the CRA by the grantee.

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

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 115 Live Oak Street, New Smyrna Beach . Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE. GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

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

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

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

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

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

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

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

Sharon Taylor-Harding

Print Name: Sharon Taylor-Harding

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

Patricia C. Huffman

Print Name: Patricia C. Huffman

ATTEST: _____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of January, 2025, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____

NOTARY PUBLIC

Notary Seal

WITESSES:

RONIN SUSHI BAR NSB, LLC

GRANT RECIPIENT

Print Name: Robin D. Webb

BY: Tran Nguyen

SIGNATURE AND TITLE

Print Name: KIM N. TRUONG

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of January, 2025, by Tran M Nguyen. He is personally known to me or has produced FLDL as identification.

NOTARY PUBLIC

Notary Seal

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) LARGE-SCALE FACADE / PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $59,333.49 TO PARDEEP LODIA, PRESIDENT DEEP PETROLEUM, INC. LOCATED AT 620 N. DIXIE FREEWAY, NEW SMYRNA BEACH.

January 27, 2026

Background:

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

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

For this grant request, the CRA Board is considering an award of a Large-Scale Commercial Facade / Property Improvement Grant in the amount of $59,33.49 for exterior improvements including new exterior doors and windows, replace brick and stucco with Hardie Board and stone, new fencing, parking lot re-paving / resealing / re-striping, new signage and painting the exterior. The total estimated costs are expected to be $118,666.97.

Findings:

The grant applicant has submitted all required documentation for edibility for this program.

Three Contractors' Quotes were Provided:
Group Selected:
Dennis O'Neal B Rush & Associates (General Contractor): $ 68,276.97
A1 Parking Lot Renewal (Parking Lot): $4,900
Aluminum Plus (New Sign): $39,610
AllPhases, LLC (Vinyl Fence): $5,880
Total: $118,666.97

Other Estimates Provided:
John Farrell Construction (GC): $145,000
Luke Barringer Consulting (GC): $197,623,32
Custom Commercial / Residential Renovations (GC): $140,000
Seminole Asphalt Paving, Inc. (Parking Lot): $4,300
DNE Asphalt Services (Parking Lot): $6,100
Select Concrete & Cutting Services (Sign): $43,000
Southeast Signs (Sign): $44,860
AAA Fence: $6,704
Superior Fence & Rail: $4,565.43

Motion to approve / award CRA Grant application for Deep Petroleum LLC located at 620 N. Dixie Freeway in the amount of $59,333.49

Fiscal Analysis:
In the current fiscal year budget $600,000 was approved for new grants by the CRA Board and City Commission for Large-Scale Commercial Facade / Property Improvement Grants.

Strategic Plan Item:
No

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

Attachments:

Application - 620 N. Dixie - Marathon - Lodia.pdf
Agreement - 620 N Dixie - Marathon - Lodia.pdf
Conceptual Rendering 620 N Dixie.jpg

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

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

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

PROGRAM DESCRIPTION:

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

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

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

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

PROGRAM RULES:

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

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

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

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

Eligible Properties include:
Commercial and Industrial Properties

Eligible Businesses include:

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

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

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

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

Ineligible expenses include:

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

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

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

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

APPLICATION PROCESS:

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

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

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

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

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

REIMBURSEMENT PROCESS:

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

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

b) Building Department Inspection forms and completed final inspections.

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

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

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

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

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

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

620 N Dixie Freeway — New Smyrna Beach, FL, 32168

Property Address — City, State, Zip Code

Pardeep K Lodia

Applicant Name **(Please Print)**

Applicant Signature

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION CHECKLIST

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

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

☑ TAB 2: W9 Form (attached)

☑ TAB 3: Copy of Business Tax Identification

☑ TAB 4: Copy of Occupational Licenses

☑ TAB 5: Copy of Warranty Deed,

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

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

☐ ~~TAB 8: Plans or sketches (if applicable)~~

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

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

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

☑ TAB 12: Estimated timeline or project schedule

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

☑ TAB 14: Completed Application

☑ TAB 15: Completed Checklist

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

NEW SMYRNA BEACH

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

1. APPLICANT

Name: Pardeep K Lodia

Address: 4640 Saddle Creek Run Road

City, State: New Smyrna Beach, FL

Zip Code: 32168 Phone Number: 386-882-2256

E-mail: _____

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Pardeep K Lodia/ Harjit Lodia

Address: 620 N Dixie Freeway

City, State: New Smyrna Beach, FL

Zip Code: 32168

3. **OWNER TYPE**:

☐ Individual ☐ Partnership ☐ LLC

☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name: _____

Address: _____

City, State: _____

Zip Code: _____ Phone Number: _____

E-mail: _____

5. **PROJECT INFORMATION (PLEASE TYPE OR WRITE**

Project Description

New exterior doors and windows.

Replace brick and stucco with hardie board and stone.

New Fencing.

Parking lot repaving/resealing/restriping

Painting

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☑ Painting	$7,500.00	☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☐ Roof Repair		☑ Exterior wall repairs (e.g. stucco, brick, or wood repairs and replacement)	$25,276.97
☐ Awnings/canopies		☐ ADA improvements	
☐ Decorative exterior facade improvements		☑ Signage	$39,610.00
☑ Exterior doors/windows	$29,500.00	☑ Fencing (excluding chain link, barbed wire, and wood panels)	$5,880.00
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☑ Parking lot repaving, resealing, restriping	$4,900.00	☐ Exterior Security Features	
☑ Professional Design Assistance	$6,000	**ESTIMATED TOTAL IMPROVEMENT COST:**	$118,166.97

NEW SMYRNA BEACH

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

Name of **LICENSED** General Contractor for the Project: Dennis O'Neal, Brusht Assoc.
CBC1262827

Address of General Contractor: 521 6th Street

City, State Holly Hill, Florida Zip Code 32117

Phone Number of General Contractor: 386-852-2857

Email for General Contractor: _____

Estimated Total Project Cost: $ 118,666.97 Grant Amount Requested: $ 59,333.49

6. **SOURCES OF FUNDING**
Equity Line available

7. **APPLICATION AGREEMENT**

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

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

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

Pardeep Kaur Lodia
Applicant Name **(Please Print)**

Pardeep K
Applicant Signature 11/11/25 Date

Applicant Name **(Please Print)**

Applicant Signature Date

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

This agreement is entered into this 27th day of January 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and **Pardeep Lodia, President** of **Deep Petroleum, Inc.** located at **620 N. Dixie Freeway, New Smyrna Beach, FL 32168 (Parcel ID 744103000270)** ("**GRANTEE**"), a Florida Profit Corporation.

RECITALS

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

WHEREAS, **GRANTEE** is the president of a business located at **620 N. Dixie Freeway, New Smyrna Beach, FL 32168 (Parcel ID 744103000270)** and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for **new exterior doors & windows, replace brick and stucco and replace with Hardie Board and stone, new fencing, parking lot re-paving / resealing / restriping, new signage, and painting exterior**; and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to **new exterior doors & windows, replace brick and stucco and replace with Hardie Board and stone, new fencing, parking lot re-paving / resealing / restriping, new signage, and painting exterior** of the commercial property located at **620 N. Dixie Freeway, New Smyrna Beach, FL 32168 (Parcel ID 744103000270)**, as more particularly described in

Exhibit A, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before **June 30, 2026**.

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

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, **new exterior doors & windows, replace brick and stucco and replace with Hardie Board and stone, new fencing, parking lot re-paving / resealing / restriping, new signage, and painting exterior** is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 118,666.97** the maximum eligible grant award to GRANTEE is $ **59,333.49** subject to the following conditions:

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

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

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

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

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

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

6) Photos of the finished improvements for presentations.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to **Pardeep K Lodia, 4640 Saddle Creek Run Road, New Smyrna Beach, FL 32168** or an updated mailing address provided in writing to the CRA by the grantee.

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

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at **620 N. Dixie Freeway, New Smyrna Beach, FL 32168 (Parcel ID 744103000270)**. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be

immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

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

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

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

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

Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

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

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WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

_____

NOTARY PUBLIC

Notary Seal

PARDEEP K LODIA, PRESIDNET
DEEP PETROLEUM, INC.

WITESSES: **BY:** Pardeep K President
SIGNATURE AND TITLE

Print Name: Sabrina Morin

Print Name: Gladys Padron

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of December, 2025, by Pardeep K Lodia. She is personally known to me or has produced personally known as identification.

NOTARY PUBLIC

Notary Seal

MARTINE L HAYWARD
Notary Public - State of Florida
Commission # HH 625708
My Comm. Expires Jan 5, 2029


OPEN

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A HISTORIC HOME PRESERVATION FACADE / PROPERTY IMPROVEMENT 50-50 MATCHING REIMBURSEMENT GRANT PROGRAM IN THE AMOUNT OF $50,000 PER GRANT.

January 27, 2026

Background:

On April 13, 2021, the CRA Board and City Commission approved three CRA Commercial Facade / Property Improvement Grant Programs that are 50-50 matching reimbursement grants:

1. Adaptive Reuse Opportunity Grant up to $250,000
2. Small-Scale Commercial Facade / Property Improvement Grant up to $20,000
3. Large-Scale Commercial Facade / Property Improvement Grant up to $100,000

On August 8, 2023 the CRA Board and City Commission approved the Historic Preservation and Not for Profit Facade / Property Improvement Grant Program for 50-50 matching grants not to exceed $50,000.

Program Overview:

The Community Redevelopment Agency of the City of New Smyrna Beach Historic Home Preservation Façade Improvement 50-50 Matching Reimbursement Grant Program awards funds for EXTERIOR ONLY improvements to existing designated Historic and contributing historic single-family residential homes located within the New Smyrna Beach National Historic District and CRA District.

The Historic Home Preservation 50-50 Matching Reimbursement Grant Program was created to encourage and incentivize the redevelopment of historic home preservation within the CRA District / Area. Goal #7 of the CRA Master Redevelopment Plan asserts the need for the CRA to implement housing revitalization through housing maintenance programs and rehabilitation services. The overall purpose of the Historic Home Preservation Façade Improvement 50-50 Matching Reimbursement Grant Program is to improve the quality of life of homeowners, enhance the character of the neighborhood, preserve historic structures, and increase property value. This program is funded by CRA Trust Fund via Tax Increment Funding (TIF) from the City of New Smyrna Beach and

Volusia County.

Grant funding is available on a “first come, first qualified, and first served” basis. The maximum amount of assistance per historic single-family residential parcel is $50,000 inclusive of all eligible and approved exterior improvement costs that are PRE-APPROVED by the Historic Preservation Commission (HPC) regularly scheduled Meeting and CRA Board regularly scheduled meeting. For example: For a CRA Grant Recipient to receive the full $50,000 CRA reimbursement grant, the applicant must spend a minimum $100,000 on eligible exterior historic home façade / property improvement items. Once the required documentation has been submitted to CRA staff for approval and the project obtains a Certificate of Appropriateness from HPC, as well as the necessary regulatory approval, the $50,000 is reimbursed to the recipient.

To be considered, the owner of a designated historic or contributing historic single-family property located within the New Smyrna Beach National Historic District and CRA District must submit a completed application, Certificate of Appropriateness and at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA/Economic Development Department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to upgrade designated historic and contributing historic single-family homeowners to upgrade their properties by improving the external appearance of their historic home and to encourage owners of designated historic / contributing historic homes to invest in the preservation of their historic home within the CRA District. The result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the CRA District.

1. The program is available only for designated historic / contributing historic single-

family homes located within the CRA District and New Smyrna Beach National Historic District.

2. **All proposed exterior façade/property improvements using CRA funds must be approved by the HPC (receive Certificate of Appropriateness) and CRA Board before proceeding.**

3. The program is for single-family homes within the Historic District and CRA District for historic and contributing home preservation projects only. The property owner must be the applicant.

Eligible Properties Include:

Historic Single-Family Homes and Contributing Historic Single-Family Home Preservation Projects Within the CRA District.

Ineligible Properties

- The property is a townhouse, mobile home or trailer.
- The property is outside of the CRA District and/or outside of the New Smyrna Beach National Historic District.
- The property has outstanding property tax, home insurance, utilities, mortgage payments due, liens, or outstanding permits.

4. **Eligible Improvement Expenses:**

- Exterior Wall Repair (Stucco, Brick, Or Wood Repairs and Replacement)
- Exterior Doors/Windows (Trim Pieces)
- Exterior Painting
- Pressure Cleaning Related to Exterior Painting
- Roof Repair or Replacement
- Driveway Repairs/Walkway
- Landscaping (Low-Maintenance Landscaping Items Around the Perimeter of the Single-Family Residence)

- New Doors/Windows
- Exterior Decorative Shutters / Awnings
- Existing Fence Repair/Replacement
- Security Exterior Lighting
- Exterior ADA Improvements
- Exterior Fencing
- Public Utilities and Infrastructure

Ineligible Improvement Expenses:

- Any interior home improvements
- Any luxury item such as swimming pool, spa, hot tub, etc.
- Installation of satellite dishes
- Installation of new exterior patio, porch or deck (except if it will assist with ADA compliance)
- Sculptures/ Statutes, fountains, or decorative yard features
- Seasonal plants or topiaries
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations Including Historic Preservation Ordinances. All contractors must be licensed in Florida.
6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.
7. Only one CRA grant per parcel for the life of the CRA.
8. If the Grant Awardee sells the property within 5 years of the grant award date, the grant funds will be required to be reimbursed back to the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

Findings:

This proposed Historic Home Preservation Grant Program has been approved by Volusia County as long as the grant is used for exterior improvements only.

This new grant program was presented to the Historic Preservation Commission on December 10, 2025. The members of the HPC were in favor of this program and provided feedback regarding the program which was included in the draft document that is included in this agenda packet.

Staff recommends approval of this program.

Fiscal Analysis:
The current Fiscal Year 2025 - 2026 includes $200,000 for this new program as approved by the CRA Board and City Commission.

Strategic Plan Item:
No

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

Attachments:

CRA Historic Preservation Facade Improvement Grant Program.pdf

DRAFT

Community Redevelopment Agency
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386) 424-2160
www.cityofnsb.com

Historic Home Preservation Façade Improvement 50-50 Matching Reimbursement Grant Program Application

Program Overview

The Community Redevelopment Agency of the City of New Smyrna Beach Historic Home Preservation Façade Improvement 50-50 Matching Reimbursement Grant Program awards funds for **EXTERIOR ONLY** improvements to existing designated Historic and contributing historic single-family residential homes located within the New Smyrna Beach National Historic District and CRA District.

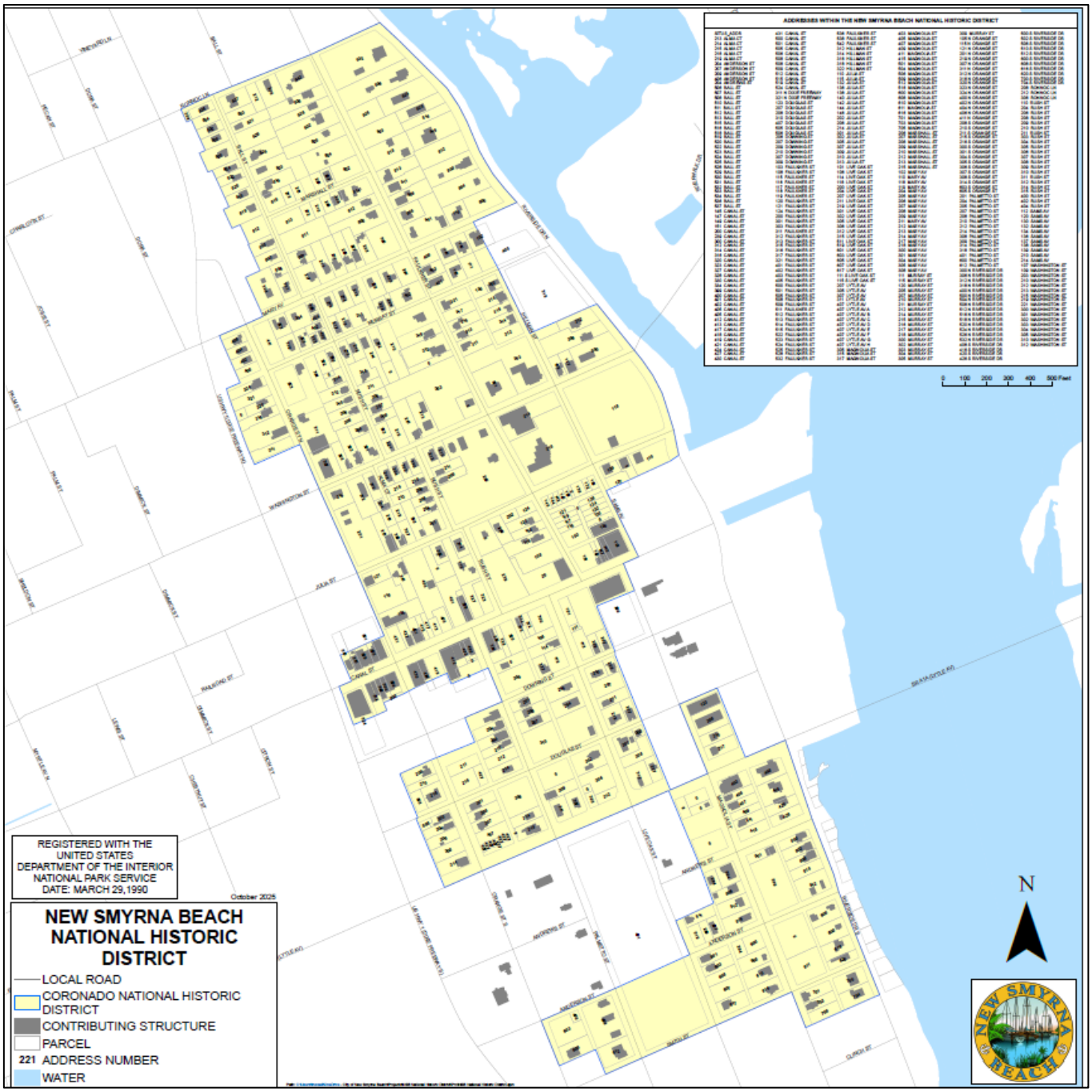
The Historic Home Preservation 50-50 Matching Reimbursement Grant Program was created to encourage and incentivize the redevelopment of historic home preservation within the CRA District / Area. Goal #7 of the CRA Master Redevelopment Plan asserts the need for the CRA to implement housing revitalization through housing maintenance programs and rehabilitation services. The overall purpose of the Historic Home Preservation Façade Improvement 50-50 Matching Reimbursement Grant Program is to improve the quality of life of homeowners, enhance the character of the neighborhood, preserve historic structures, and increase property value. This program is funded by CRA Trust Fund via Tax Increment Funding (TIF) from the City of New Smyrna Beach and Volusia County.

Grant funding is available on a "first come, first qualified, and first served" basis. The maximum amount of assistance per historic single-family residential parcel is $50,000 inclusive of all eligible and approved exterior improvement costs that are **PRE-APPROVED by the Historic Preservation Commission (HPC) regularly scheduled Meeting** and **CRA Board regularly scheduled meeting**. **For example: For a CRA Grant Recipient to receive the full $50,000 CRA reimbursement grant, the applicant must spend a minimum $100,000 on eligible exterior historic home façade / property improvement items. Once the required documentation has been submitted to CRA staff for approval and the project obtains a Certificate of Appropriateness from HPC, as well as the necessary regulatory approval, the $50,000 is reimbursed to the recipient.**

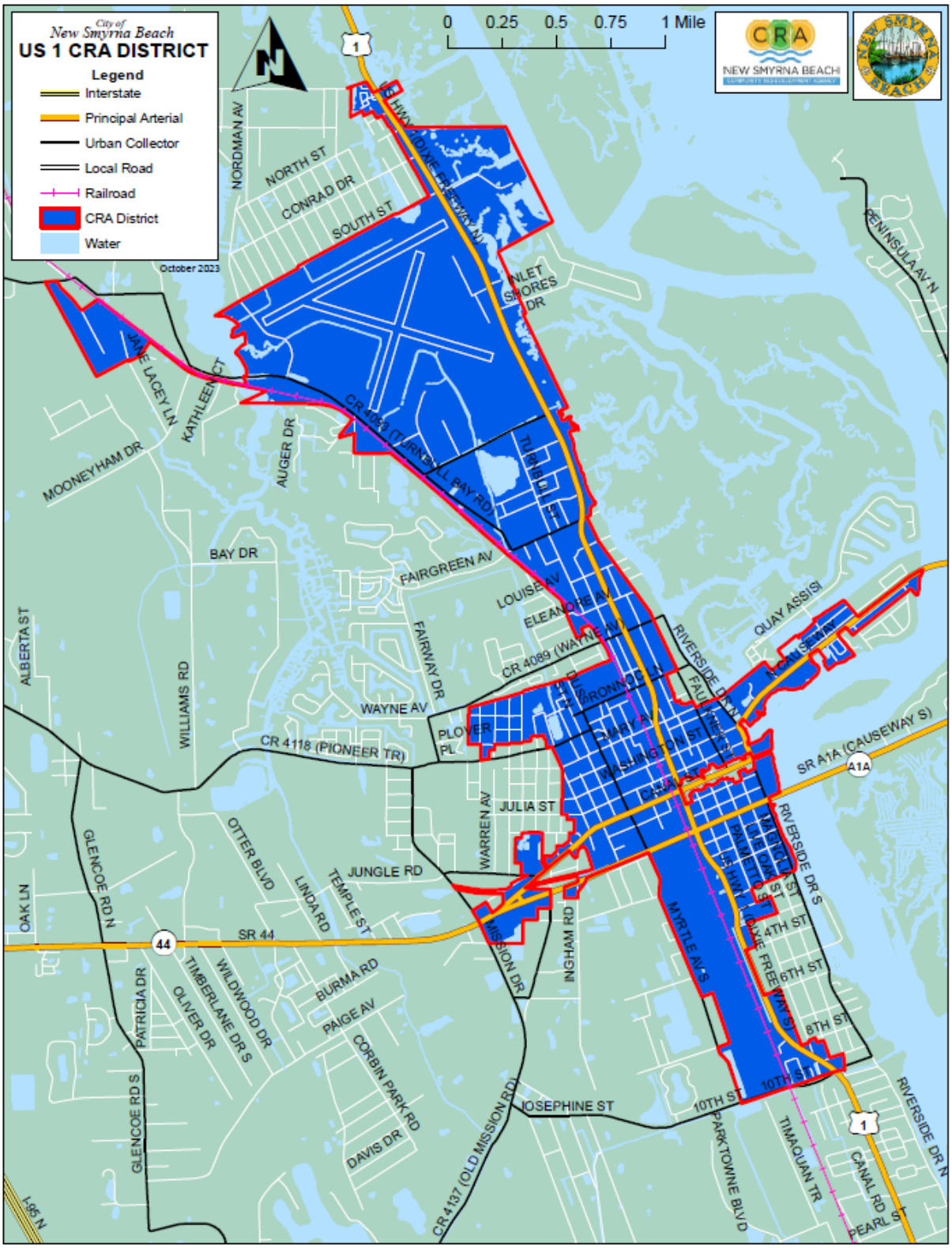
To be considered, the owner of a designated historic or contributing historic single-family property located within the New Smyrna Beach National Historic District and CRA District must submit a completed application, Certificate of Appropriateness and at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA/Economic Development Department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

Only one CRA Grant per parcel is permitted for the life of the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

New Smyrna Beach National Historic District Map



CRA District Map



PROGRAM RULES:
The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to upgrade designated historic and contributing historic single family homeowners to upgrade their properties by improving the external appearance of their historic home and to encourage owners of designated historic / contributing historic homes to invest in the preservation of their historic home within the CRA District. The result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the CRA District.

1. The program is available only for designated historic / contributing historic single-family homes located within the CRA District and New Smyrna Beach National Historic District.

2. **All proposed exterior façade/property improvements using CRA funds must be approved by the HPC (receive Certificate of Appropriateness) and CRA Board before proceeding.**

3. The program is for single-family homes within the Historic District and CRA District for historic and contributing home preservation projects only. The property owner must be the applicant.

Eligible Properties Include:

Historic Single-Family Homes and Contributing Historic Single-Family Home Preservation Projects Within the CRA District.

Ineligible Properties

- The property is a townhouse, mobile home or trailer.
- The property is outside of the CRA District and/or outside of the New Smyrna Beach National Historic District.
- The property has outstanding property tax, home insurance, utilities, mortgage payments due, liens, or outstanding permits.

4. **Eligible Improvement Expenses:**

- Exterior Wall Repair (Stucco, Brick, Or Wood Repairs and Replacement)
- Exterior Doors/Windows (Trim Pieces)
- Exterior Painting
- Pressure Cleaning Related to Exterior Painting
- Roof Repair or Replacement
- Driveway Repairs/Walkway
- Landscaping (Low-Maintenance Landscaping Items Around the Perimeter of the Single-Family Residence)
- New Doors/Windows
- Exterior Decorative Shutters / Awnings
- Existing Fence Repair/Replacement
- Security Exterior Lighting

- Exterior ADA Improvements
- Exterior Fencing
- Public Utilities and Infrastructure

Ineligible Improvement Expenses:

- Any interior home improvements
- Any luxury item such as swimming pool, spa, hot tub, etc.
- Installation of satellite dishes
- Installation of new exterior patio, porch or deck (except if it will assist with ADA compliance)
- Sculptures/ Statutes, fountains, or decorative yard features
- Seasonal plants or topiaries
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations Including Historic Preservation Ordinances. All contractors must be licensed in Florida.

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

7. Only one CRA grant per parcel for the life of the CRA.

8. If the Grant Awardee sells the property within 5 years of the grant award date, the grant funds will be required to be reimbursed back to the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

APPLICATION PROCESS:

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

2. The applicant must contact the City's Historic Preservation Officer (HPO) at (386) 410-2835 and submit a Historic Preservation Commission (HPC) Certificate of Appropriateness Application. The HPO reviews the application and works with the applicant to schedule a Historic Preservation Commission (HPC) Meeting. The HPC meeting will determine if the application obtains a Certificate of Appropriateness.

3. If the project receives HPC approval; receives a Certificate of Appropriateness and complies with CRA Grant criteria, CRA Staff will provide the applicant with a CRA grant agreement

and affidavit for signature and notary. The complete package will be submitted to the CRA Board for approval at the next scheduled CRA Board meeting.

4. If approved by the CRA Board, project work can begin after all necessary permits etc. have been issued by the City's Development Services staff. During this phase, CRA staff will provide an award letter to the applicant that will include additional grant compliance requirements and guidance.

5. The CRA will administer the Historic Home Preservation Façade / Property Improvement 50-50 Matching Grant Program and funding. In addition to the appropriate City of New Smyrna Beach Historic Preservation, building inspections, the HPO and CRA will inspect the work to determine the satisfactory completion of the work.

6. Upon completion of the project, HPO and CRA staff will inspect the approved work as well as monitor compliances with the Historic Preservation and CRA Grant Agreement Guidelines.

7. Applicants may not have any outstanding City of New Smyrna Beach or Volusia County liens, payments due, or open permits against their property. If an Applicant has an outstanding City of New Smyrna Beach or Volusia County unpaid bill or lien against the property, the grant reimbursement will not be awarded until the complete satisfaction of the lien.

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

REIMBURSEMENT PROCESS:

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

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs
b) Building Department Inspection forms and completed final inspections.
c) Contractor Close-Out Form Completed
d) Photos of completed Exterior Improvements

2. Site Visits — HPO and CRA staff will conduct a site visit before grant payment is made to verify that the improvements are completed satisfactorily. Staff may also conduct unannounced site visits periodically to ensure compliance with the terms of the grant agreement and Certificate of Appropriateness. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project as long as all terms of the agreement are fulfilled and the grant awardee does not owe the City or County any money and all permits are inspected and closed properly.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's

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

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

_____

Property Address City, State, Zip Code

_____

Applicant Name **(Please Print)**

_____

Applicant Signature

Application Submittal Options

Completed applications can be submitted to the CRA in the following ways:

- ✓ **Drop off in- person at the CRA/Economic Development Office (by appointment only, call 424-2160 to schedule a drop-off)**
- ✓ **Mail color hard copies to:**
  CRA/Economic Development
  210 Sams Avenue
  New Smyrna Beach, FL 32168
- ✓ **Scanned and emailed to sbergeron@cityofnsb.com**

***Submission of an application is not a guarantee of funding. It is the responsibility of the applicant to READ and UNDERSTAND all aspects of the program's rules/requirements and application.**

Historic Home Preservation Façade Improvement 50-50 Matching Reimbursement Grant Program Application Checklist

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

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

☐ TAB 2: W9 Form (attached)

☐ TAB 3: Copy of Warranty Deed

☐ TAB 4: Copy of Property Appraisal Records (paid property taxes)

☐ TAB 5: Plans or sketches (if applicable) (color)

☐ TAB 6: Rendering of completed project (needed for presentation purposes)

☐ TAB 7: Evidence of current and up to date home insurance, utilities, mortgage payments

☐ TAB 8: Site plan and plant list for landscape projects

☐ TAB 9: Third-party cost estimates from three (3) Florida licensed contractors

☐ TAB 10: Estimated timeline or project schedule

☐ TAB 11: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, or other sources, etc.)

☐ TAB 12: Completed Application

☐ TAB 13: Current Photo(s) of Exterior (Color)

☐ TAB 14: Certificate of Appropriateness from Historic Preservation Commission

☐ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROVIDED IN ORDER (As listed above). PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

Historic Home Preservation Facade/Property Improvement 50-50 Matching Grant Program Application

APPLICANT:

Name: _____

Address: _____

City, State: _____

Zip Code: _____ Phone Number: _____

E-mail: _____

CONTRACTOR:

Email for General Contractor: _____

Phone Number of General Contractor: _____

SOURCES OF FUNDING:

_____

_____

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Historic Home Preservation Facade/Property Improvement 50-50 Matching Grant Program Application

PROJECT INFORMATION (PLEASE TYPE OR WRITE)

Address: _____

Parcel ID Number: _____

Project Description

_____

_____

_____

_____

Select all applicable proposed improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Exterior Painting		☐ Exterior lighting	
☐ Shutters / Awnings		☐ Pressure Cleaning Exterior (Related to Painting)	
☐ Roof Repair or Replacement		☐ Exterior wall repairs (e.g. stucco, brick, or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA Exterior improvements	
☐ Decorative exterior facade improvements		☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Exterior doors/windows		☐ ☐ Public Utilities and Infrastructure relative to historic home property	
☐ Landscaping around the Home (Low Maintenance)		☐ Exterior Security Lighting	
☐ Driveway Repairs or walkway improvements		**ESTIMATED TOTAL IMPROVEMENT COST:**	

Historic Home Preservation Facade/Property Improvement 50-50 Matching Grant Program Application

Name of LICENSED General Contractor for the Project: _____

_____

Address of General Contractor: _____

City, State _____ Zip Code _____

Estimated Total Project Cost: $_____ Grant Amount Requested: $_____

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Historic Home Preservation Facade/Property Improvement 50-50 Matching Grant Program Application

APPLICATION AGREEMENT

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

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

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

_____

Applicant Name (Please Print)

_____

Applicant Signature Date

_____

Applicant Name (Please Print)

_____

Applicant Signature Date

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) LARGE-SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $100,000 TO DR. ABIGAIL ADAMS, OWNER OF GRANDE KEY PROPERTIES, LLC, LOCATED AT 105 NORTH ORANGE STREET, NEW SMYRNA BEACH.

January 27, 2026

Background:

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

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

For this grant request, the CRA Board is considering an award of a Large-Scale Commercial Facade / Property Improvement Grant in the amount of $100,000 to Dr. Abigail Adams, owner of Grande Key Properties for exterior improvements including painting the exterior of the building, roof repair, awnings, decorative facade improvements, exterior doors & windows, exterior lighting, exterior wall repairs and new signage. The total estimated costs are expected to be $249,300.

Findings:

The applicant submitted three quotes by licensed contractors to perform the above-mentioned work:

Down Two The Studs LLC: $216,705
John Farrell Construction LLC: $227,255
Coomber Construction: $249,300

The applicant has provided all of the required documentation and meets the eligibility

requirements for this grant.

Motion to approve Large Scale Commercial Facade Grant Request of $100,000 to Dr. Abigail Adams, owner of Grande Key Properties LLC located at 105 N. Orange Street, New Smyrna Beach, FL.

Fiscal Analysis:

The current fiscal year budget $600,000 was approved for new grants by the CRA Board and City Commission for the Large-Scale Commercial Facade / Property Improvement Grants Program.

Strategic Plan Item:

No

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

Attachments:

Application - Adams - 105 N Orange.pdf
Agreement - Adams - 105 N Orange.pdf
Conceptual 105 N Orange.png

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

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

PROGRAM DESCRIPTION:

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

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

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

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

PROGRAM RULES:

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

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

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

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

Eligible Properties include:
Commercial and Industrial Properties

Eligible Businesses include:

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

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

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

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

Ineligible expenses include:

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

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

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

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

APPLICATION PROCESS:

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

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

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

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

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

REIMBURSEMENT PROCESS:

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

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

b) Building Department Inspection forms and completed final inspections.

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

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

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

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

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

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

105 N Orange St	New Smyrna Beach, FL 32168
Property Address	City, State, Zip Code

Abigail Adams	Benjamin Adams
Applicant Name **(Please Print)**	

Applicant Signature

5. PROJECT INFORMATION (PLEASE TYPE OR WRITE

Project Description

The proposed scope of work includes obtaining all necessary permit fees and performing a full soft-wash pressure cleaning of the exterior prior to repainting. The doors will be painted in a blue color called Sea Serpent by Sherwin Williams. The walls, an off white, called Greek Villa by Sherwin Williams. The project also includes a complete replacement of the flat roof, along with replacement of the aging metal roof and the existing shingle roof. Hardy board and alternating stucco will be used on the exterior of the building to give a uniform look and replace the old siding and cover the cement block. Four exterior doors and casings will be replaced. Carpentry repairs will be made to the front of the units, with the understanding that the extent of work may change if additional wood rot or material needs are discovered during the process. New impact/hurricane-rated windows will be installed throughout the building. The contractor will complete soffit and gutter repairs or replacements using standard materials. New metal awnings will be installed on the front of the building to replace the old red cloth awnings. Coordinating metal awnings will also be installed on the side of the building over the doors, windows and garage. New lighting will be place over the garage door and doors facing Orange St. Lighting will be repaired over the existing signage.

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☑ Painting	18,000	☑ Exterior lighting	6000
☐ Shutters		☐ Patio or decks connected to the building	
☑ Roof Repair	74,100	☑ Exterior wall repairs (e.g. stucco, brick, or wood repairs and replacement)	27,000
☑ Awnings/canopies	18000	☐ ADA improvements	
☑ Decorative exterior facade improvements	12000	☑ Signage	24000
☑ Exterior doors/windows	70,200	☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST:**	249,300

Name of **LICENSED** General Contractor for the Project: Coomber Construction - Zac Brooks CGC# 1531472

Address of General Contractor: 2526 Hibiscus Dr

City, State Edgewater, FL Zip Code 32141

Phone Number of General Contractor: 386-428-3833 - 386-689-1807

Email for General Contractor: zac@coomberconstruction.com

Estimated Total Project Cost: $ ~~237300~~ 231,300 Grant Amount Requested: $ 100,000

6. **SOURCES OF FUNDING**
HELOC loan and Cash

7. **APPLICATION AGREEMENT**

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

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

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

Abigail Adams

Applicant Name **(Please Print)**

Applicant Signature 1/5/2025 Date

Benjamin Adams

Applicant Name **(Please Print)**

Applicant Signature 1/5/2025 Date

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

This agreement is entered into this 27th day of January 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Dr. Abigail Adams, owner of Grande Key Properties, LLC located at 105 N. Orange Street, New Smyrna Beach, FL 32168, (Parcel ID 744137010150) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

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

WHEREAS, **GRANTEE** is the owner of a business located at 105 N. Orange Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for exterior painting, roof repair, awning / canopies, decorative exterior façade improvements, exterior doors & windows, exterior lighting, exterior wall repairs, and signage; and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to for exterior painting, roof repair, awning / canopies, decorative exterior façade improvements, exterior doors & windows, exterior lighting, exterior wall repairs, and signage; of the commercial property located 105 N. Orange Street, New Smyrna Beach, FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

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

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve up to two grant extensions, totaling 240 extra days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, for exterior painting, roof repair, awning / canopies, decorative exterior façade improvements, exterior doors & windows, exterior lighting, exterior wall repairs, and signage; is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 249,300.00** the maximum eligible grant award to GRANTEE is **$ 100,000.00** subject to the following conditions:

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

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

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

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

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

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

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

6) Photos of the finished improvements for presentations.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Grande Key Properties, LLC, Dr. Abigail Adams 1621 S. Riverside Drive, New Smyrna Beach, FL 32168 or an updated mailing address provided in writing to the CRA by the grantee.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 105 N. Orange Street, New Smyrna Beach, FL 32168. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

_____

NOTARY PUBLIC

Notary Seal

Dr. Abigail Adams, Grande Key Properties, LLC

WITESSES:

BY: _____

SIGNATURE AND TITLE

Stephanie Dumsha

Print Name: Stephanie Dumsha

Dusty Holley

Print Name: Dusty Holley

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of January, 2026, by Dr. Abigail Adams. She is personally known to me or has produced _____ as identification.

Jennifer Evans

NOTARY PUBLIC

Notary Seal

Notary Public State of Florida
Jennifer Evans
My Commission
HH 237184
Exp. 3/7/2026


THE GARRIQUES BUILDING

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) LARGE-SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $88,050 TO DR. ABIGAIL ADAMS, OWNER OF GRANDE KEY PROPERTIES, LLC, LOCATED AT 115 NORTH ORANGE STREET, NEW SMYRNA BEACH.

January 27, 2026

Background:

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

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

For this grant request, the CRA Board is considering an award of a Large-Scale Commercial Facade / Property Improvement Grant in the amount of $88,050 to Dr. Abigail Adams, owner of Grande Key Properties for exterior improvements including painting the exterior of the building, roof removal (demo) and replacement, awnings, exterior doors, and exterior wall repairs. The total estimated costs are expected to be $176,100.

Findings:

The applicant submitted three quotes by licensed contractors to perform the above-mentioned work:

Down Two The Studs LLC: $158,250
John Farrell Construction LLC: $168,448
Coomber Construction: $176,100

The applicant has provided all of the required documentation and meets the eligibility

requirements for this grant.

Motion to approve Large Scale Commercial Facade Grant Request of $88,050 to Dr. Abigail Adams, owner of Grande Key Properties LLC located at 115 N. Orange Street, New Smyrna Beach, FL.

Fiscal Analysis:

The current fiscal year budget $600,000 was approved for new grants by the CRA Board and City Commission for the Large-Scale Commercial Facade / Property Improvement Grants Program.

Strategic Plan Item:

No

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

Attachments:

Application - Adams - 115 N Orange St.pdf
Agreement - Adams - 115 N Orange.pdf
Conceptual 115 N Orange.png

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

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

PROGRAM DESCRIPTION:

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

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

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

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

PROGRAM RULES:

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

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

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

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

Eligible Properties include:
Commercial and Industrial Properties

Eligible Businesses include:

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

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

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

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

Ineligible expenses include:

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

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

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

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

APPLICATION PROCESS:

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

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

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

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

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

REIMBURSEMENT PROCESS:

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

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

b) Building Department Inspection forms and completed final inspections.

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

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

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

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

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

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

115 N Orange St	New Smyrna Beach, FL 32168
Property Address	City, State, Zip Code

Abigail Adams	Benjamin Adams
Applicant Name **(Please Print)**	



Applicant Signature

5. PROJECT INFORMATION (PLEASE TYPE OR WRITE

Project Description

The proposed scope of work includes obtaining all required permits for the project. The contractor will soft-pressure wash the exterior of the building and repaint it in the off white color Greek Villa by Sherwin Williams. The project also includes a repairs to defects in the tile roof on the front of the building. Carpentry repairs will be made to the front beams and columns, with the understanding that the extent of work may change if additional wood rot or material needs are discovered during the process. Three new doors will be installed in the back of the building for a uniformed look. Metal awnings will be placed over those 3 doors that will coordinate with the neighboring building 105 N Orange St. Finally, stucco and exterior patch repairs will be completed as needed.

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☑ Painting	14400	☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☑ Roof Repair	120,300	☑ Exterior wall repairs (e.g. stucco, brick, or wood repairs and replacement)	16,800
☑ Awnings/canopies	6000	☐ ADA improvements	
☐ Decorative exterior facade improvements		☐ Signage	
☑ Exterior doors/windows	9,600	☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☑ Demolition of structure	9000
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST:**	176,100

Name of **LICENSED** General Contractor for the Project: Coomber Construction - Zac Brooks CGC# 1531472

Address of General Contractor: 2526 Hibiscus Dr

City, State Edgewater, FL Zip Code 32141

Phone Number of General Contractor: 386-428-3833 - 386-689-1807

Email for General Contractor: zac@coomberconstruction.com

Estimated Total Project Cost: $ 176,100 Grant Amount Requested: $ 88,050

6. **SOURCES OF FUNDING**
HELOC loan and Cash

7. **APPLICATION AGREEMENT**

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

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

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

Abigail Adams

Applicant Name **(Please Print)**

1/5/2025

Applicant Signature Date

Benjamin Adams

Applicant Name **(Please Print)**

1/5/2025

Applicant Signature Date

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

This agreement is entered into this 27th day of January 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Dr. Abigail Adams, owner of Grande Key Properties, LLC located at 115 N. Orange Street, New Smyrna Beach, FL 32168, (Parcel ID 744137010140) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

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

WHEREAS, **GRANTEE** is the owner of a business located at 115 N. Orange Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for exterior painting, demolition of decorative roof area that is damaged and roof repair / replacement, awning / canopies, decorative exterior façade improvements, exterior doors, and exterior wall repairs; and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to exterior painting, demolition of decorative roof area that is damaged and roof repair / replacement, awning / canopies, decorative exterior façade improvements, exterior doors, and exterior wall repairs of the commercial property located 115 N. Orange Street, New Smyrna Beach, FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

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

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve up to two grant extensions, totaling 240 extra days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, exterior painting, demolition of decorative roof area that is damaged and roof repair / replacement, awning / canopies, decorative exterior façade improvements, exterior doors, and exterior wall repairs is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 176,100.00** the maximum eligible grant award to GRANTEE is **$ 88,050.00** subject to the following conditions:

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

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

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

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

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

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

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

6) Photos of the finished improvements for presentations.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Grande Key Properties, LLC, Dr. Abigail Adams 1621 S. Riverside Drive, New Smyrna Beach, FL 32168 or an updated mailing address provided in writing to the CRA by the grantee.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 115 N. Orange Street, New Smyrna Beach, FL 32168. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____ **BY:** _____

Print Name: _____ **FRED E. CLEVELAND**, Mayor and Chairman

_____ **ATTEST:**

Print Name: _____ _____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

_____

NOTARY PUBLIC

Notary Seal

Dr. Abigail Adams, Grande Key Properties, LLC

WITESSES:

BY: _____
SIGNATURE AND TITLE

Stephanie Dumsha
Print Name: Stephanie Dumsha

Dusty Holley
Print Name: Dusty Holley

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of January, 2026, by Dr. Abigail Adams. She is personally known to me or has produced _____ as identification.

Jennifer Evans
NOTARY PUBLIC

Notary Seal

Notary Public State of Florida
Jennifer Evans
My Commission
HH 237184
Exp. 3/7/2026


WR

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) LARGE-SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $70,650 TO DR. ABIGAIL ADAMS, OWNER OF GKP JULIA, LLC LOCATED AT 310 JULIA STREET, NEW SMYRNA BEACH.

January 27, 2026

Background:

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

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

For this grant request, the CRA Board is considering an award of a Large-Scale Commercial Facade / Property Improvement Grant in the amount of $70,650 to Dr. Abigail Adams, owner of GKP JULIA LLC for exterior improvements including painting the exterior of the building, roof repair, exterior windows, removal and replacement of the decks, and exterior wall repairs. The total estimated costs are expected to be $141,300.

Findings:

The applicant submitted three quotes by licensed contractors to perform the above-mentioned work:

Down Two The Studs LLC: $132,428
John Farrell Construction LLC: $142,178
Coomber Construction: $141,300

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

Motion to approve Large Scale Commercial Facade Grant Request of $70,650 to Dr. Abigail Adams, owner of GKP JULIA LLC located at 310 Julia Street, New Smyrna Beach, FL.

Fiscal Analysis:

The current fiscal year budget $600,000 was approved for new grants by the CRA Board and City Commission for the Large-Scale Commercial Facade / Property Improvement Grants Program.

Strategic Plan Item:

No

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

Attachments:

Application - Adams - 310 Julia St.pdf
Agreement - Adams - 310 Julia St.pdf
Conceptual 310 Julia St.png

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

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

PROGRAM DESCRIPTION:

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

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

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

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

PROGRAM RULES:

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

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

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

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

Eligible Properties include:
Commercial and Industrial Properties

Eligible Businesses include:

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

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

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

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

Ineligible expenses include:

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

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

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

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

APPLICATION PROCESS:

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

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

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

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

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

REIMBURSEMENT PROCESS:

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

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

b) Building Department Inspection forms and completed final inspections.

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

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

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

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

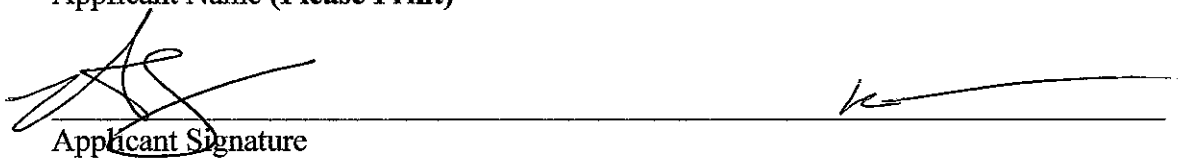
6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has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

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

310 Julia St	New Smyrna Beach, FL 32168
Property Address	City, State, Zip Code

Abigail Adams	Benjamin Adams

Applicant Name **(Please Print)**



Applicant Signature

5. PROJECT INFORMATION (PLEASE TYPE OR WRITE

Project Description

The proposed scope of work includes obtaining all necessary permits and performing a soft-pressure wash of the exterior followed by a full repaint. The doors will be painted in a blue color called Sea Serpent by Sherwin Williams. The walls, an off white, called Greek Villa by Sherwin Williams. All existing siding will be removed, disposed of, and replaced with new hardy board siding, including all required labor, demolition, and dry-in work. The existing deck will be fully demolished and removed, and a new reinforced deck will be constructed with an allowance for new deck materials. In addition, new vinyl windows meeting current code requirements will be installed throughout the building. Shingle roofing will be repaired as needed and a new metal roof will replace the shingle roof in the front of the building to look consistent to the adjacent property also owned by GKP Julia LLC.

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☑ Painting	13200	☐ Exterior lighting	
☐ Shutters		☑ Patio or decks connected to the building	28,800
☑ Roof Repair	41,700	☑ Exterior wall repairs (e.g. stucco, brick, or wood repairs and replacement)	37,800
☐ Awnings/canopies		☐ ADA improvements	
☐ Decorative exterior facade improvements		☐ Signage	
☑ Exterior doors/windows	19,800	☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
		Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST:**	141,300

Name of **LICENSED** General Contractor for the Project: Coomber Construction - Zac Brooks CGC# 1531472

Address of General Contractor: 2526 Hibiscus Dr

City, State Edgewater, FL Zip Code 32141

Phone Number of General Contractor: 386-428-3833 - 386-689-1807

Email for General Contractor: zac@coomberconstruction.com

Estimated Total Project Cost: $ 141,300 Grant Amount Requested: $ 70,650

6. **SOURCES OF FUNDING**
HELOC loan and Cash

7. **APPLICATION AGREEMENT**

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

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

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

Abigail Adams

Applicant Name **(Please Print)**

1/5/2025

Applicant Signature Date

Benjamin Adams

Applicant Name **(Please Print)**

1/5/2025

Applicant Signature Date

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

This agreement is entered into this 27th day of January 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Dr. Abigail Adams, owner of GKP JULIA, LLC located at 310 Julia Street, New Smyrna Beach, FL 32168, (Parcel ID 744137010130) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

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

WHEREAS, **GRANTEE** is the owner of a business located at 310 Julia Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Large-Scale Commercial Façade/Property Improvement Grant Program to paint exterior, roof repair, exterior windows, remove and replace decks connected to the building, and exterior wall repairs (siding); and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to paint exterior, roof repair, exterior windows, remove and replace decks connected to the building, and exterior wall repairs (siding); of the commercial property located 310 Julia Street, New Smyrna Beach, FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

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

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

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve up to two grant extensions, totaling 240 extra days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvements, to paint exterior, roof repair, exterior windows, remove and replace decks connected to the building, and exterior wall repairs (siding); is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 141,300.00** the maximum eligible grant award to GRANTEE is **$ 70,650.00** subject to the following conditions:

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

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

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

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

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

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

6) Photos of the finished improvements for presentations.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to GKP JULIA, LLC, Dr. Abigail Adams 1621 S. Riverside Drive, New Smyrna Beach, FL 32168 or an updated mailing address provided in writing to the CRA by the grantee.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 310 Julia Street, New Smyrna Beach, FL 32168. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

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

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

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

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

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WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

_____

NOTARY PUBLIC

Notary Seal

Dr. Abigail Adams, GKP JULIA, LLC

WITESSES: **BY:** _____

SIGNATURE AND TITLE

Stephanie Dumsha

Print Name: Stephanie Dumsha

Dusty Holley

Print Name: Dusty Holley

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of January, 2026, by Dr. Abigail Adams. She is personally known to me or has produced _____ as identification.

Jennifer Evans

NOTARY PUBLIC

Notary Seal

Notary Public State of Florida
Jennifer Evans
My Commission
HH 237184
Exp. 3/7/2026



THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH ADAPTIVE REUSE OPPORTUNITY 50-50 MATCHING GRANT IN THE AMOUNT OF $250,000 TO BERNARD HUCKESTEIN, OWNER OF NSB MAGNOLIA LLC LOCATED AT 300 MAGNOLIA STREET, NEW SMYRNA BEACH FOR THE CONSTRUCTION OF THE YARDERY OF NEW SMYRNA BEACH (YNSB).

January 27, 2026

Background:

On April 13, 2021 the CRA Board and City Commission approved the program guidelines, target area, and budget allocations for the CRA Commercial Facade / Exterior Property Improvement 50-50 Matching Grant Programs.

The Adaptive Reuse Opportunity Grant Program is designed to encourage innovative and value-added changes of use for underutilized commercial and industrial properties with commercial properties within the CRA District.

NSB Magnolia LLC acquired the property May of 2024 with intentions of creating The Yardery of New Smyrna Beach.

As per the applicant: This project will transform the property located at 300 Magnolia Street by building and operating The Yardery of New Smyrna Beach (YNSB). The project involves raising the structure there and building an environment to sponsor family fun, outdoor games, and social community gathering. This New Smyrna Beach location will be the 3rd operating location of The Yardery. The other two locations are located in Sanford and Mount Dora. The Yardery states that they are a full service very family focused restaurant with what we call Fun for kids of all ages!

Findings:

For this grant request, the entire project is expected to cost $2,756,786.69. The grant applicant provided three quotes from FL Licensed Contractors:

Skyterra Contracting Group: $5,332,821.70
Ferrar Construction Services (FCS): $2,756,786.69
DBK Construction & Service Solutions: $3,426,908.51

The grant applicant has provided all required documentation for eligibility for this grant

program.

Motion to approve the CRA Adaptive Reuse Opportunity Grant in the amount of $250,000 to Bernard Huckestein of NSB Magnolia LLC at 300 Magnolia Street.

Fiscal Analysis:
On September 9, 2025, the CRA Board and City Commission approved $1,000,000 for the Adaptive Reuse Opportunity Grant in the CRA Budget for this current fiscal year 2025 - 2026.

Strategic Plan Item:
No

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

Attachments:

Grant Application - 300 Magnolia - The NSB Yardery.pdf
Agreement - 300 Magnolia - NSB Magnolia LLC.pdf
Conceptual Site Plan - 300 Magnolia - NSB Yardery.pdf

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

Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant

Program Overview & Application

I. PROGRAM PURPOSE

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

II. APPLICANT & PROPERTY ELIGIBILITY

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

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

III. ELIGIBLE PROJECT ITEMS

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

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

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

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

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

IV. PROGRAM & PROJECT FUNDING

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

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

A. EXTERNAL PROJECT FUNDING RESOURCE DISCLOSURE

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

V. PROGRAM ADMINISTRATION

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

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

VI. PROGRAM KEY PERFORMANCE REQUIREMENTS

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

Key performance indicators include:

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

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

Return on Investment considerations include:

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

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

A. General Application Review and Approval Process

1. Applicant (owner) contacts CRA staff or downloads a Historic Commercial and Not-for-Profit Preservation Grant 50-50 Matching Grant Application from the CRA page of the city's website. If the applicant is the lessee, written consent of the owner should be attached to the application. The application must be submitted to the CRA to be considered (Reference the Application Checklist for application instructions)
2. Applicant provides CRA staff with a detailed outline of the proposed project and non-profit based educational or healthcare program services. This will include:
    a. Non-profit educational or healthcare-based service narrative.
        - The narrative needs to:
            - Explain what services are being offered
            - Indicate how many beneficiaries or individuals are served
            - Indicate how many beneficiaries are expected to be served over the subsequent 3 years.
            - Provide a program budget
    b. Photographs, clearly showing existing conditions.
    c. Detailed drawing, to approximate scale, showing proposed improvements.
    d. Written specifications outlining scope of work..
    e. Façade/Property Improvement project budget, showing (3) contractor firm estimates of all work items.
        - Applicant obtains 3 cost estimates for the proposed project and submits to CRA staff. If obtaining 3 cost estimates is not feasible, the applicant will be responsible for providing the CRA staff with written proof that estimates were not received by a company.
3. CRA staff reviews the project information to ensure compliance with program guidelines.

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

B. Grant Payments Process:

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

C. Permits and Contractors

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

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

PROGRAM ACKNOWLEDGEMENT (REQUIRED)

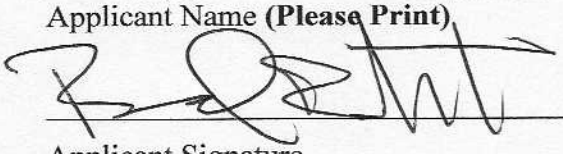
I have read, understand, and accept the program overview and guidelines set forth above for the CRA Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant Program.

300 Magnolia Street - New Smyrna Beach, FL. 32168

Property Address City, State, Zip Code

Bernard R Huckestein

Applicant Name **(Please Print)**



Applicant Signature

CRA
NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION CHECKLIST

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

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

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

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

FAÇADE/PROPERTY IMPROVEMENT PROJECT INFORMATION

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

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

PLEASE SEE ATTACHMENT FOR SELECTED IMPROVEMENTS

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

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

NEW SMYRNA BEACH

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

Address of General Contractor: 6920 Martland Avenue

City, State Groveland, FL Zip Code 34736

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

Email for General Contractor: $ 2,756,786.69

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

SOURCES OF PROJECT FUNDING (OTHER THAN CRA GRANT)

We have SBA financing aligned for construction and operation

FOR NON-PROFIT PROGRAM OR SERVICE DESCRIPTION

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

CRA
NEW SMYRNA BEACH

APPLICATION AGREEMENT

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

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

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

Bernard R. Huckestein

Applicant Name **(Please Print)**

Applicant Signature

1/9/26

Date

Applicant Name **(Please Print)**

Applicant Signature

Date

CRA
NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Property Owner Authorization Form

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

The undersigned owner of the existing building located at:

_____
Address

Certifies that:

_____
Applicant

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

_____
Property Owner Name

_____
Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

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

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

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

Property Owner Authorization Form

N/A

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

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

_____ ("Applicant").

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

WHEREAS, CRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

APPLICANT:

By: _____

Print Name: _____

By: _____

Its: _____

"Applicant"

Community Redevelopment Agency of the City of New Smyrna Beach Board

_____

Chairperson

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) Final lien waivers from all contractors and subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH

_____ **BY:** _____

Print Name: _____ **FRED E. CLEVELAND**, Mayor and Chairman

_____ **ATTEST:**

Print Name: _____ _____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

_____

NOTARY PUBLIC

Notary Seal

NSB MAGNOLIA LLC

WITNESSES:

Print Name: Jason Bonfatti

BY: _____

Bernard R. Huckestein

Print Name: Alexis Hembrooke

STATE OF FLORIDA

COUNTY OF Orange

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

NOTARY PUBLIC

Notary Seal

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

300 Magnolia Street
New Smyrna Beach, FL

Section 1 -- Project Description

This project will transform the property located at 300 Magnolia Street by building and operating The Yardery of New Smyrna Beach (YNSB). The project involves raising the structure there and building and environment to sponsor family fun, outdoor games, and an social community gathering. Our location here will be the 3rd operating location of The Yardery. The Yardery is a full service very family focused restaurant with what we call Fun for kids of all ages!

Additional renderings will be provided later in this document; however, we have inserted and "current" as well as "future" look immediately below.

The Yardery companies continue to enjoy tremendous business and community success at our other central Florida locations (Sanford and Mount Dora). Our plan is to provide this same enjoyment and family focus with The Yardery NSB.

In addition to community enjoyment, as an organization, The Yardery is equally focused on giving back to the community -- each location does promote and sponsor local charity events for 2026 we will now encourage our employees to "be involved" in local charities by providing 1 day's pay for 1 day's effort in support of their charity of choice.

Please see www.theyardery.com

Current 300 Magnolia



Future (rendering)



Section IX – Renderings

Shown here as well as attached





Section X – Site Plan

