



**City Commission Regular
Tuesday, March 22, 2022 at 6:30 PM**

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

1. OPENING OF MEETING

1.A. Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Laura Berg will give the invocation. Mayor Owen will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A [Presentation: Washington Street Roadway Design and Layout.](#)

4.B [Proclamation: Fair Housing Month.](#)

4.C [Proclamation: New Smyrna Beach Rotary Club Day.](#)

5. PUBLIC PARTICIPATION

In accordance with Resolution No. 32-13, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

6. CONSENT AGENDA

- 6.A Consider the adoption of the March 8, 2022 CRA and City Commission Regular Meeting Minutes.
- 6.B Resolution No. 09-22: Consider the adoption of a Resolution, which if adopted, would amend the FY 2021 - 2022 Budget.
- 6.C Consider the approval of updated standard assurances regarding the VOCA grant.
- 6.D Consider the approval to purchase and install generator for Esther Street Pumps.
- 6.E Acknowledgement of Barracuda Bridge Local Funding Agreement Cost Increase.
- 6.F Special Event: Consider approval of the Roaring 20's Gala in celebration of the Southeast Volusia Chamber of Commerce 90th Anniversary.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

- 7.A Discussion: F.I.N.D. Grant North Causeway Boat Ramp Dock and Amenity Improvements.
- 7.B Consider a Request for Code Enforcement Lien Amnesty for 2995 Hardy Ave, New Smyrna Beach, Florida.
- 7.C Consider a request for Partial Release of Code Enforcement Lien attached to property located at 299 Washington Place, Ormond Beach, Florida.
- 7.D Discussion: Regarding Ordinance No. 07-22 proposed changes.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

- 8.A Ordinance No. 52-21: Conduct the Second Reading of and Ordinance, which if adopted, would amend the Interlocal Service Boundary Agreement between the City of New Smyrna Beach and Volusia County.
- 8.B Ordinance No. 01-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the parking waiver exemption in

the Arts Overlay District.

- 8.C [Ordinance No. 08-22: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would approve the City Zone Redistricting.](#)
- 8.D [Conduct a Quasi-Judicial Public Hearing to consider the approval of Special Exception, SE-3-21, for the property located at 1701 State Road 44.](#)

9. ORDINANCES - FIRST READING

10. BOARDS AND COMMISSIONS

11. MAYOR AND COMMISSION REPORTS

12. CITY MANAGER'S REPORT

- 12.A [City Manager's Report](#)

13. CITY CLERK'S REPORT

- 13.A [City Clerk's Report.](#)

14. CITY ATTORNEY'S REPORT

15. 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 - ENGINEERING

PRESENTATION: WASHINGTON STREET ROADWAY DESIGN AND LAYOUT.

March 22, 2022

Background:

The City has reached out to the adjoining property owners visiting businesses particularly on Orange Street requesting their input, had individual meetings with Commissioners to voice their concerns and conducted a final public meeting 2/15/22 to obtain feedback regarding a consensus of the layout and design the community expects of this roadway corridor. The less than typical right-of-way width of 40' with no supporting utility easements places a tremendous constraint when trying to enhance pedestrian/cyclist features, landscape/hardscape identity, lighting upgrades while keeping the roadway level of service efficient (i.e. minimum drive lane of 11.5') for expected transit uses involving commercial vehicles, long wheeled based trucks towing boats, bus routes, emergency vehicles, etc. and taking these services/conditions into consideration the options have been narrowed down to several options shown within the attachments.

Findings:

The design consultant will provide a presentation showing the conceptual layout options with the intent of the Commission selecting the preferred cross-section and overall plan keeping in mind the median improvements at some of the north/south roadway approaches will entail a raised median that deters turning movements for the length of such improvements. Also it should be noted that Orange Street from Washington Street to Mary Avenue intersections is proposed to be a one-way northbound only.

Fiscal Analysis:

At this time there are no fiscal requirements, although a plan needs to be approved so staff can move forward with the technical design phase to move this project ahead in order to be in compliance with grant conditions (i.e. legislative allocation of \$1,024,885) associated with the construction phase completion date.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

[Washington Street Presentation - March 22, 2022 \(1\).pdf](#)



Washington Street - Streetscape Design Study #4

Revised Design Features:

- 11'-6" Asphalt Drive Lanes
- Modified Type "F" Curb (1'-6")
- Streetlights to Create Intersection Character
- Brick Accents at Medians & Cross Walks
- Orange Street One Way North to Mary Ave.
- Faulkner and Rush Streets Open Medians

Design Goals:

- Improve Safety
- Improve and Slow Traffic Patterns
- Improve Pedestrian Experience
- Create Washington Street Character
- Unify Streetscape

Critical Details:

- Replace Overhead Lighting
- Improve Traffic Lighting at Intersections
- Add Wayfinding Signage
- Add Information Signage
- Add Site Furnishings
- Improve Utility Locations
- Improve Drainage



Prepared For:
The City of New Smyrna Beach

Prepared By:
Hauber Design Associates, LLC/DRMP, Inc.
March 8, 2022

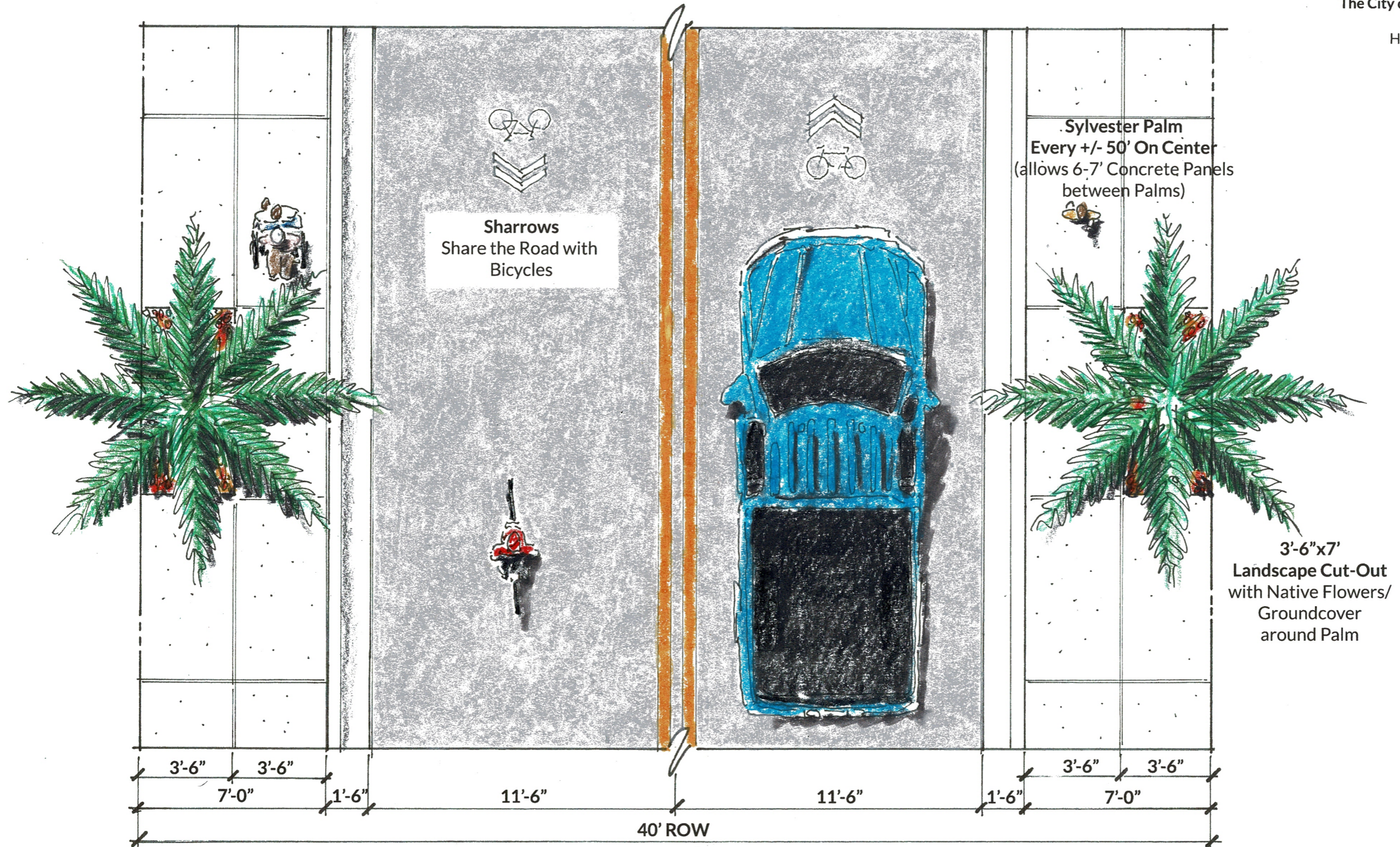
Typical Plan

Scale 1/4"=1'-0"

Washington Street - 40' ROW No Median Typical Streetscape - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



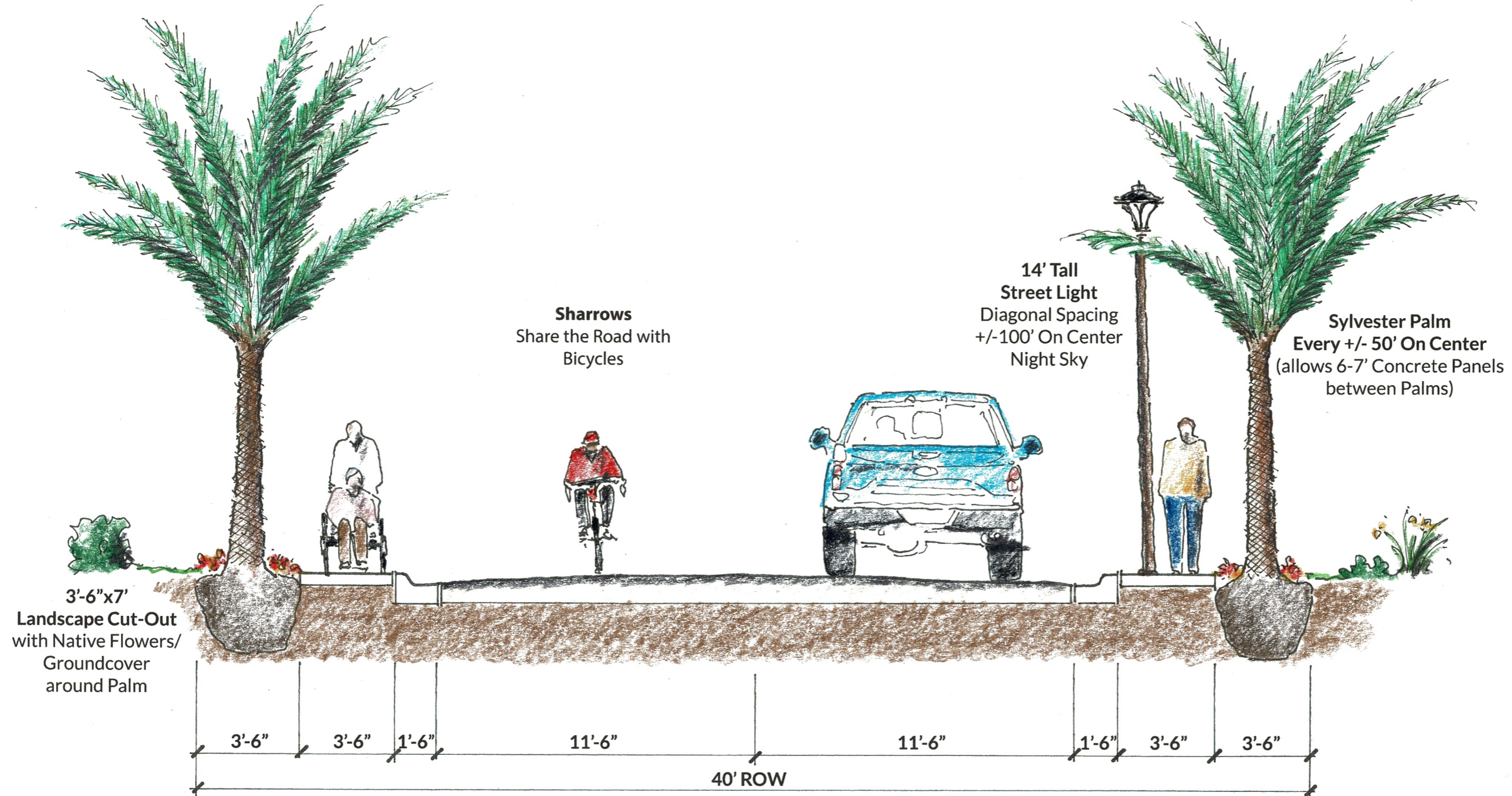
Typical Section at Street Trees

Scale 1/4"=1'-0"

Washington Street - 40' ROW No Median Typical Streetscape - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



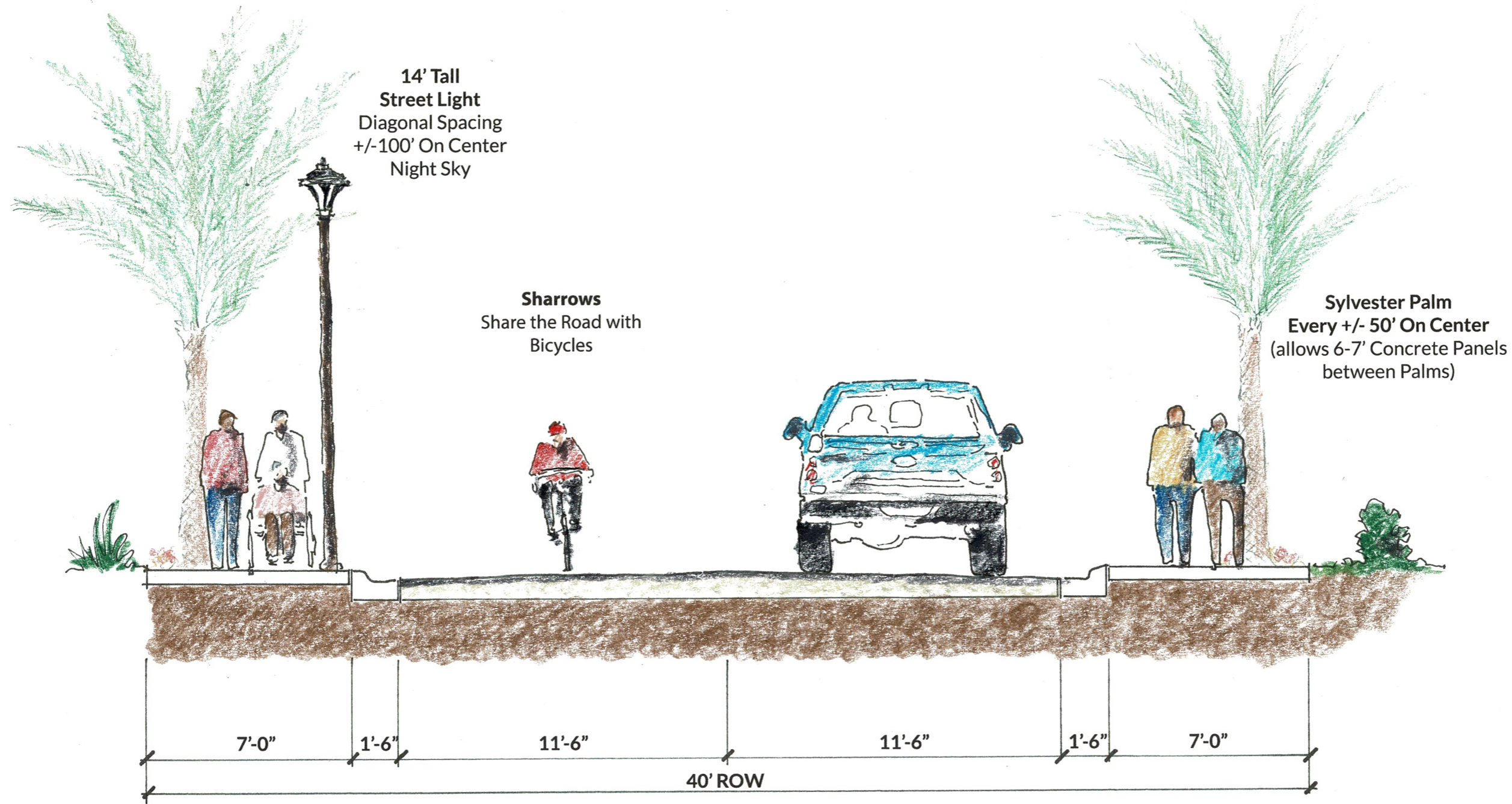
Typical Section at Street Trees

Scale 1/4"=1'-0"

Washington Street - 40' ROW No Median Typical Streetscape - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
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March 8, 2022



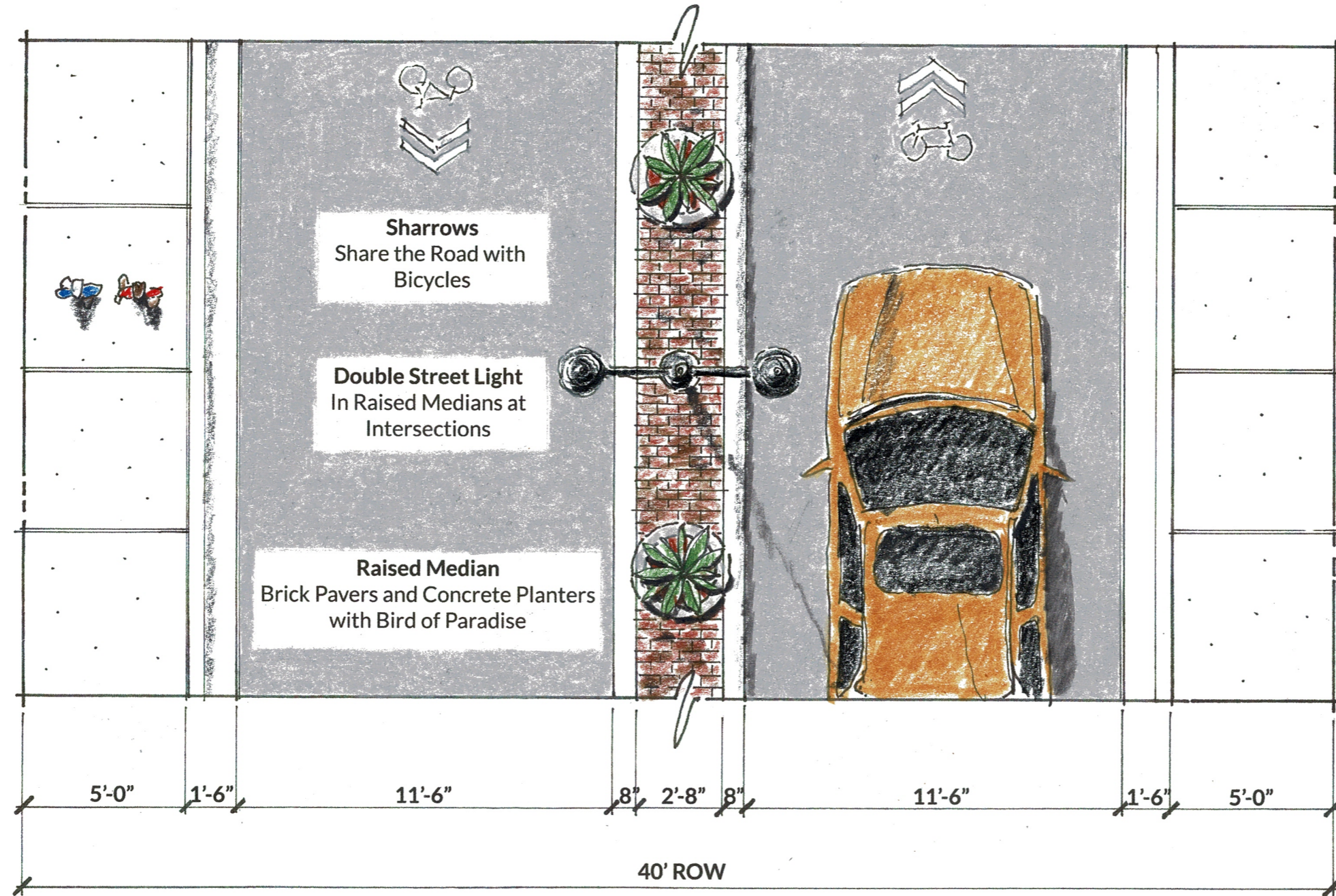
Typical Plan with Median

Scale 1/4"=1'-0"

Washington Street - 40' ROW No Median Typical Streetscape - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



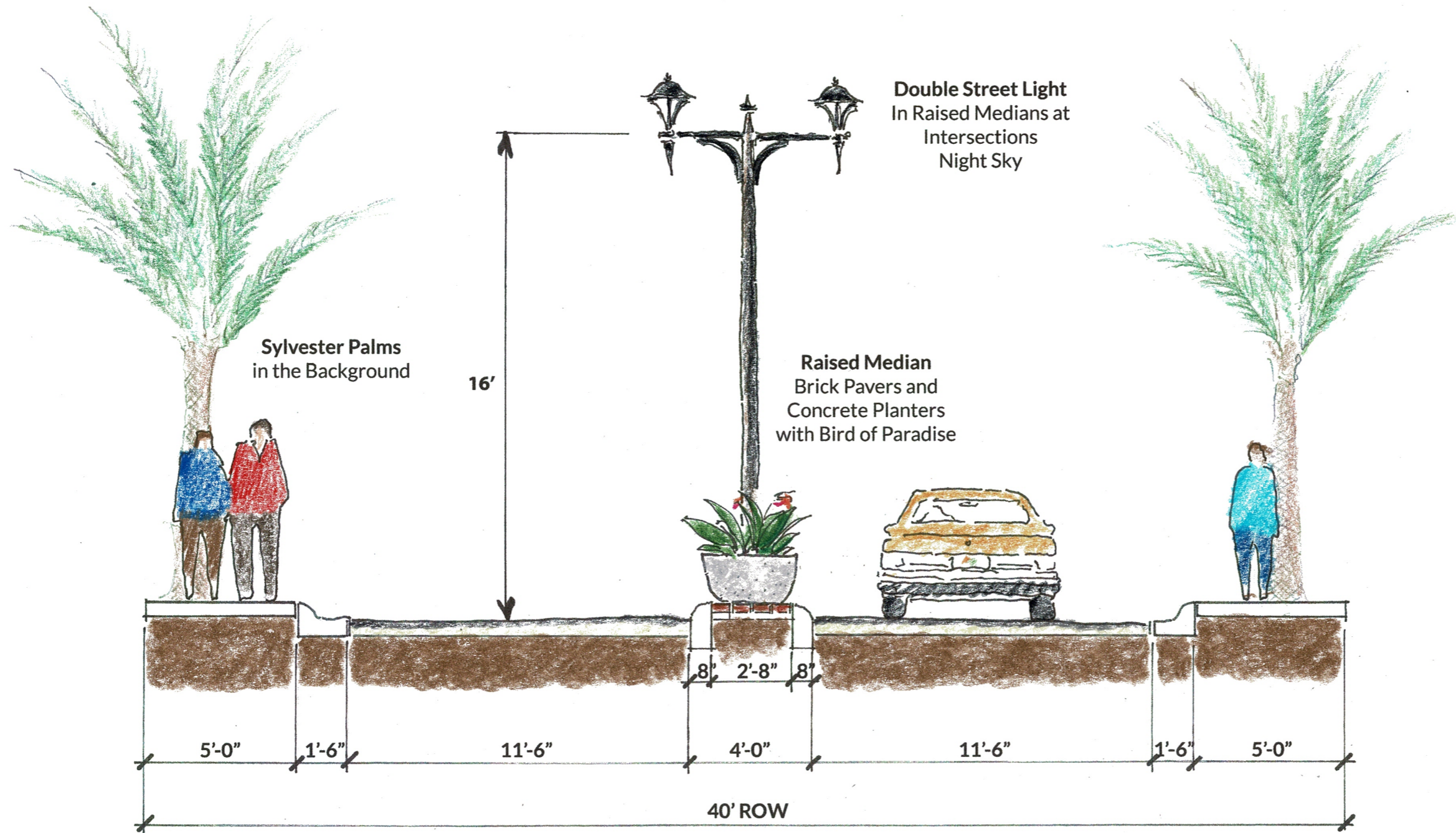
Typical Plan with Median

Scale 1/4"=1'-0"

Washington Street - 40' ROW No Median Typical Streetscape - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



Existing Conditions Photo

**Washington Street - 40' ROW
Orange Street Intersection - Design Study #4**

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



Design Illustration

Scale 1/4"=1'-0"

Washington Street - 40' ROW Orange Street Intersection - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



Orange Street - One Way North

Existing Conditions Photo

Washington Street - 40' ROW Faulkner Street - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022

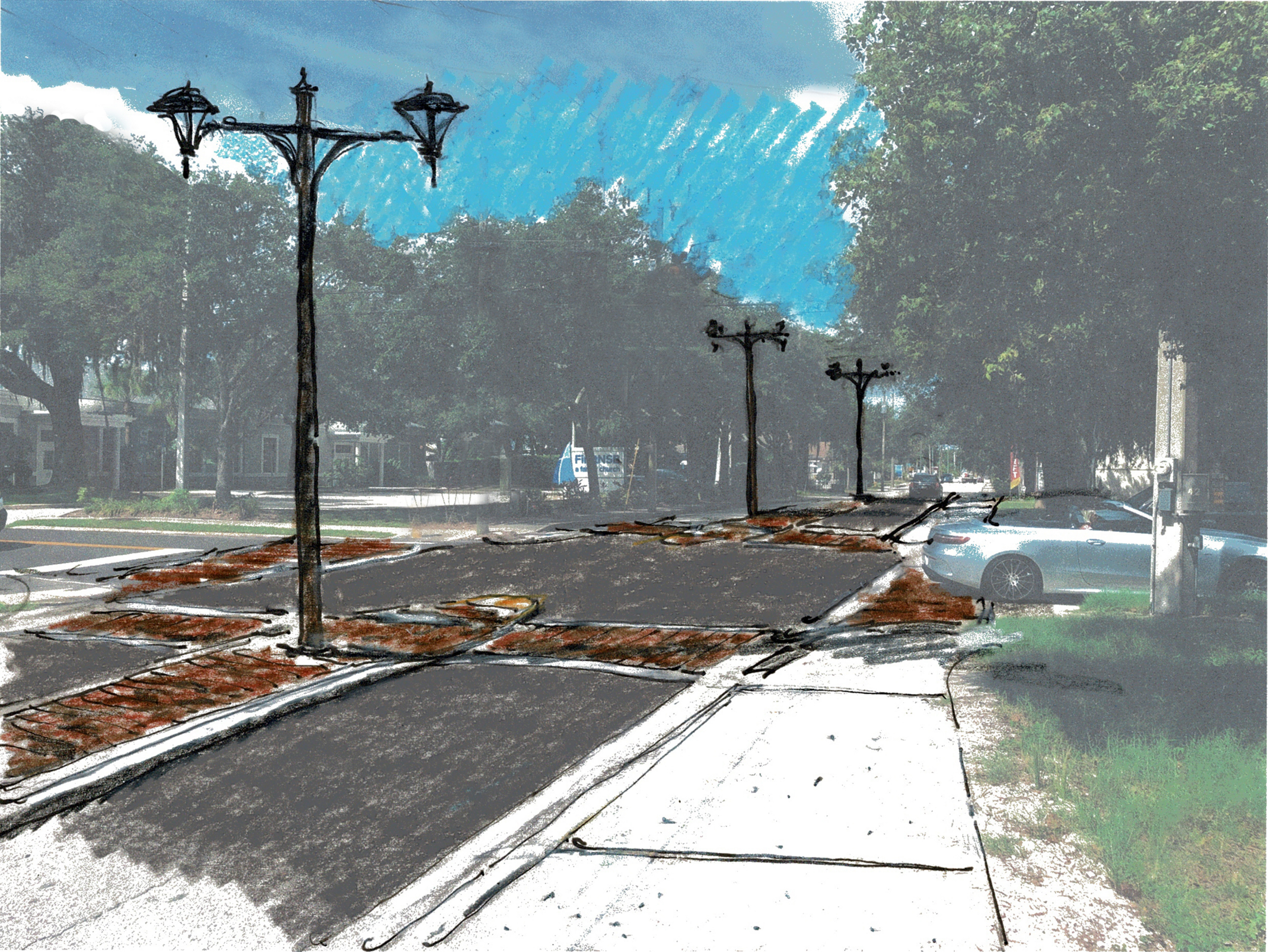


Design Illustration

**Washington Street - 40' ROW
Faulkner Street - Design Study #4**

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



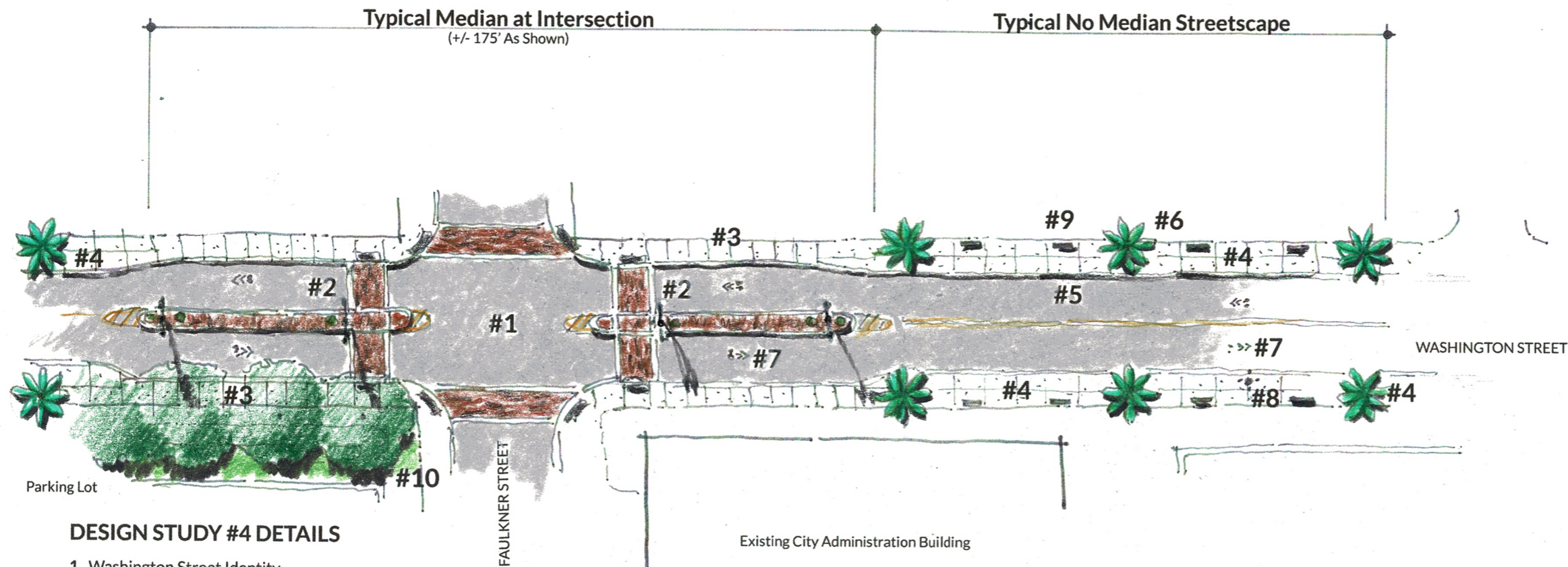
Sample Streetscape Plan

Scale 1/4"=1'-0"

Washington Street - 40' ROW Faulkner Street Intersection - Design Study #4

Prepared For:
The City of New Smyrna Beach, Florida
Prepared By:
Hauber Design Associates, LLC/
DRMP

March 8, 2022



DESIGN STUDY #4 DETAILS

1. Washington Street Identity
Brick Raised Medians with Double Street Lights;
Brick Cross Walks;
Repeated at Orange, Faulkner & Rush Streets
2. Double Light Fixtures at Intersections
3. 5' Walks where the road divides at Intersections
4. 7' Walk on both sides of the Road
5. 26' Road (2-11.5' Asphalt Drive Lanes and 1.5' Curb & Gutter)
6. Palm Tree & Groundcover every +/- 50'
7. Sharrow (Share the road with Bicycles)
8. Street Light (Diagonal Spacing)
9. Proposed 6' Bench (with Center Arm)
10. Existing Oak Trees

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

PROCLAMATION: FAIR HOUSING MONTH.

March 22, 2022

Background:

Mayor Owen and the City Commission will present a proclamation to the New Smyrna Beach Board of Realtors to represent Fair Housing Month.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[Fair Housing Month.pdf](#)



Proclamation
Proclaiming the Month of April
as
Fair Housing Month

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and discrimination regarding housing in the United States; and,

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and,

WHEREAS, The City of New Smyrna Beach is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and,

WHEREAS, More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW, THEREFORE, I, Russ Owen, Mayor of the City of New Smyrna Beach, do hereby proclaim the month of April as

"Fair Housing Month"

in New Smyrna Beach as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of New Smyrna Beach.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of New Smyrna Beach, Florida, to be affixed, this 22nd day of March 2022.

RUSS OWEN
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

PROCLAMATION: NEW SMYRNA BEACH ROTARY CLUB DAY.

March 22, 2022

Background:

Mayor Owen and the City Commission will present a proclamation to the Rotary Club of New Smyrna Beach in recognition of ninety-three years of service.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[Rotary Club.pdf](#)



Proclamation

Proclaiming March 25, 2022

as

New Smyrna Beach Rotary Club Day

WHEREAS, Rotary International was founded in Chicago, USA on February 23, 1905, and is a global network of volunteers who share a passion for enhancing communities and improving lives around the world; and,

WHEREAS, the Rotary Club of New Smyrna Beach, founded in 1929, is a member of Rotary International, that is the world's first and one of the largest non-profit humanitarian service organizations committed to peace, clean water, education, eradication of polio, diversity, fighting hunger, basic education and literacy; and,

WHEREAS, New Smyrna Beach Rotary members are among the business, professional, academic and community leaders whose motto of "*Service Above Self*" motivates members to contribute their time and talent to raise funds and volunteer for projects locally and internationally; and,

WHEREAS, Rotarians in the Rotary Club of New Smyrna Beach have supported local programs and projects that include Marine Discovery Center, Adopt-A-Park, Operation Community Immunity, Gifts of Love, Interact Club at New Smyrna Beach High School, Ashley's Ride at the First Step Shelter, Music Note Park at the NSB Sports Complex, Project Backpack at Boys-n-Girls Club, funding for Shop with A Cop and providing dictionaries to local 3rd graders, and awarding high school scholarships for the past forty-eight years; and,

WHEREAS, New Smyrna Beach Rotarians have contributed over \$200,000 to The Rotary Foundation to support the eradication of polio, funding to build parks, provide vehicles and needed and necessary program items for both local and International Service projects; and,

NOW, THEREFORE, I, Russ Owen, Mayor of the City of New Smyrna Beach, do hereby proclaim March 25, 2022, as

"New Smyrna Beach Rotary Club Day"

in New Smyrna Beach and urge all citizens to celebrate the Rotary Club's 93 years of service to our local community and commitment to humanity everywhere,

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of New Smyrna Beach, Florida, to be affixed, this 22nd day of March 2022.

RUSS OWEN
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

CONSIDER THE ADOPTION OF THE MARCH 8, 2022 CRA AND CITY COMMISSION
REGULAR MEETING MINUTES.

March 22, 2022

Background:

CRA and City Commission Meetings were held on March 8, 2022. The minutes are attached for City Commission review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[03-08-22 CRA.pdf](#)

[03-08-22 Reg.pdf](#)



**Community Redevelopment Agency
Tuesday, March 8, 2022 at 6:15 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, March 8, 2022 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Russ Owen called the meeting to order at 6:18 PM.

Present: Mayor Russ Owen, Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Michael Kolody and Commissioner Jake Sachs.

Also present were City Attorney Carrie Avallone, City Manager Khalid Resheidat, Assistant City Manager Ron Neibert, Police Chief Mike Coffin, Leisure Services Director Rob Salazar, Airport Manager Adam LoBianco, Interim Airport Manager Arvin Weese, CIP Manager CRA/Economic Development Director Chris Edwards and City Clerk Kelly McQuillen.

2. PUBLIC PARTICIPATION

No action.

3. CONSENT AGENDA

- 3.A Consider the approval to issue a Request for Proposal for Development of Aviation Properties at the City of New Smyrna Beach Municipal Airport.

CRA/Economic Development Director Chris Edwards outlined a PowerPoint Presentation.

Commissioner Kolody requested that the wetlands were included in the Request for Proposal (RFP). He mentioned RFP compliance with ordinances and laws.

Motion:

Vice Mayor McGuirk moved to approve the RFP for the Development of Aviation Properties, as submitted. Commissioner Kolody seconded the motion, and the motion carried unanimously.

- 3.B Consider the approval to issue a Request for Proposal for Convenience Services within Public Areas.

Motion:

Vice Mayor McGuirk moved to approve the RFP for Convenience Services within Public Areas, as submitted. Commissioner Kolody seconded the motion, and the motion carried unanimously.

4. OLD BUSINESS

No action.

5. NEW BUSINESS

- 5.A Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Small- Scale Commercial Facade/Property Improvement Grant Award of \$7,588.57 to SSE and Associates, Inc. for a project located at 569 Canal Street, New Smyrna Beach.

Motion:

Vice Mayor McGuirk moved to approve the CRA Small-Scale Grant Award, as submitted. Commissioner Hartman seconded the motion, and the motion carried 3-2 by majority vote, with Commissioner Kolody and Commissioner Sachs voting no.

6. REPORTS AND COMMUNICATIONS

No action.

7. ADJOURNMENT

As there was no further business to discuss, Mayor Owen adjourned the meeting at 6:32 PM.



**City Commission Regular
Tuesday, March 8, 2022 at 6:30 PM
Minutes**

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, March 8, 2022 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Russ Owen called the meeting to order at 6:33 PM.

Present: Mayor Russ Owen, Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Michael Kolody and Commissioner Jake Sachs.

Also present were City Attorney Carrie Avallone, City Manager Khalid Resheidat, Assistant City Manager Ron Neibert, Fire Chief Shawn Vandemark, Police Chief Mike Coffin, Capital Projects Manager Todd Alexander, Airport Manager Adam LoBianco, Assistant Airport Manager Arvin Weese, Maintenance Operations Director David Ray, CIP Manager Todd Alexander and City Clerk Kelly McQuillen.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Laura Berg gave the invocation. Mayor Owen led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported a change with Item 8A: The Palms Public Hearing. He shared that there were errors that were corrected.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Proclaiming March as American Red Cross Month.

Mayor Owen presented a proclamation to Florida Space Chapter of the American Red Cross EO Liaisons, Valerie Taylor and Janice Moran.

4.B Recognition: Fire Chief VanDemark will conduct the Pinning Ceremony of new members of the New Smyrna Beach Fire Department.

Fire Chief Vandemark and the City Commission conducted the pinning ceremonies of Cameron Coakley- Firefighter/EMT, Nicholas D'Aurio- Firefighter/EMT, Elijah Hrbek- Firefighter/Paramedic, Christian Huddleston- Firefighter/Paramedic, and Tod Ulrich- Firefighter/EMT.

4.C Recognition: of Matt Howell and the Lost Lagoon's fundraising efforts for injured firefighter Jeremy Macklefresh.

Fire Chief Vandemark recognized Citizen Matt Howell, Lost Lagoon for his fundraising efforts and success. Local Union Representatives Stephen Jones and Adam Sarwi presented the Howell family with a gift.

5. PUBLIC PARTICIPATION

Anterius Jackson, 319 Sheldon Street, commented on an entrepreneur program regarding the youth. He mentioned sending the City Commission an email about the event and wanted to share information about the program.

Steve Wood, 17 Cunningham Drive, was seeking additional help from the City Commission regarding the airport noise. He shared that he met with Epic Aviation and the Airport Manager in the past. He asked them not to fly over their homes; rather around them. He mentioned the noise abatement procedures. He proposed wanting to meet individually with Commissioners.

Donna Athearn, 684 Corbin Park Road, commended the return of the Turnbull Creek Land Preservation Committee. She commented the City Manager for his help with moving forward with the drainage system issues. She offered the Committees assistance in doing some of the legwork to offset the burden on City staff.

Pam Ison, 624 North Riverside Drive, commented on the Advisory Boards. She mentioned board focus and objectives. She commented on a reboot of these advisory committees. She requested that the proposal that she sent to City Commission be considered for inclusion on a future agenda.

Buddy Davenport, 216 Grandview Drive and Utilities Commission Chair, shared that the Joint Meeting between the City Commission and Utilities Commission was wonderful and made good progress. He hoped that the Silver Sands Community transitioning from Septic to Sewer was a top priority soon.

Joe Dlubak, 3587 Casalta Circle, commented on behalf of the Venetian Bay HOA.

6. CONSENT AGENDA

- 6.A Consider the adoption of the February 8, 2022 and February 22, 2022 City Commission Workshop and Regular Meeting Minutes.

Motion:

Vice Mayor McGuirk moved to adopt the February 8, 2022 and February 22, 2022 City Commission Workshop and Regular Meeting minutes, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

- 6.B Resolution No. 06-22: Consider the adoption of a Resolution, which if adopted, would amend the FY 2021 - 2022 Budget.

Motion:

Vice Mayor McGuirk moved to adopt Resolution No. 06-22, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

- 6.C Resolution No. 07-22: Consider the adoption of a Resolution, which if adopted, would approve a request to apply for a F.I.N.D. (Florida Inland Navigation District) Grant for North Causeway Boat Ramp & AOB Site.

Commissioner Kolody suggested amending the grant request to include additional funds to cover shoreline enhancement (AOB Site) and adding additional finger piers on the east side.

Vice Mayor McGuirk suggested voting on the item as is tonight and then voting on any additional items during the next meeting on March 22, 2022.

Motion:

Commissioner Kolody moved to adopt Resolution No. 07-22, as submitted. Vice Mayor McGuirk seconded the motion, and the motion carried unanimously.

- 6.D Resolution No. 08-22: Consider the adoption of a Resolution, which if adopted, would approve the submittal of a F.I.N.D. (Florida Inland Navigation District) Waterway Assistance Program Grant Application to partially fund the purchase of a new Police Department marine vessel.

Motion:

Vice Mayor McGuirk moved to adopt Resolution No. 08-22, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

- 6.E Consider the approval to issue a Request for Proposal for Development of Aviation Properties at the City of New Smyrna Beach Municipal Airport.

Motion:

Commissioner Kolody moved to approve the RFP for the Proposal for Development of Aviation Properties, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

- 6.F Consider the approval to issue a Request for Proposal for Convenience Services within Public Areas.

Motion:

Commissioner Kolody moved to approve the RFP for Convenience Services within Public Areas, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

- 6.G Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Small- Scale Commercial Façade/Property Improvement Grant Award of \$7,588.57 to SSE and Associates, Inc. for a project located at 569 Canal Street, New Smyrna Beach.

Motion:

Vice Mayor McGuirk moved to approve the CRA Small-Scale Commercial Façade/Property Improvement Grant Award, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

6.H Consider the approval of a Volusia County Interlocal Agreement for a Multi-Use Trail.

Motion:

Vice Mayor McGuirk moved to approve the Volusia County Interlocal Agreement for a Multi-Use Trail, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

6.I Consider the approval to purchase an internet circuit.

Motion:

Vice Mayor McGuirk moved to approve the purchase of an internet circuit, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

6.J Consider the approval of the purchase of a Police Interceptor.

Motion:

Vice Mayor McGuirk moved to approve the purchase of a Police Interceptor, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

6.K Consider the approval of the TruGreen Contract Renewal.

Motion:

Vice Mayor McGuirk moved to approve the TruGreen Contract, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

6.L Special Event: Consider approval of the Volusia County Balloon Festival 2022.

Motion:

Vice Mayor McGuirk moved to approve the Volusia County Balloon Festival 2022, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Review the current Joy by the Sea License Agreement.

Chief Planner Jeff Gove presented the appeal to the City Commission. He provided a brief history of the item.

Applicant Joy Russo provided information about the issue.

Motion:

Commissioner Kolody moved request removal of the existing signs. Commissioner Sachs seconded the motion, and the motion carried 3-2, with Commissioner Hartman and Mayor Owen voting no.

7.B Consider a request to lower the speed limit on Saxon Drive.

No action.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Conduct a Quasi-Judicial Public Hearing to consider the approval of The Palms Phase 6 Final Subdivision Plat and Development Plans.

A Quasi-Judicial Hearing was conducted to consider the adoption of the Palms Phase 6 Final Subdivision Plat and Development Plans.

Mayor Owen asked for a report from the City.

Chief Planner Jeff Gove provided a report to the City Commission.

Mayor Owen invited the applicant to speak.

Attorney Amber Coleman provided a report and shared details of the development plans.

Mr. Gove shared that there was a ten foot bike trail along SR44.

Mayor Owen opened the floor for public comment.

Greg Balitz, 3445 Pagaso Avenue, commented on the promised amenities that the residents never received. He stated that there were tennis courts that were never built.

Rami Intriago, 182 Caryota Court, commented on development and traffic issues.

Dave Walden, 3529 Tuscan Reserve Blvd. and retired Coast Guard Commander, asked the City Commission to consider pausing a decision until the developer, Geosam, completed the MDA requirements for the previous project.

John Weeks, 249 Venetian Palms Blvd., shared concerns with the property. He asked that if they allowed this to be approved, to consider traffic calming measures.

Jo Dlubak, 3587 Casalta Circle, commented about the stop light at Airport Road and SR44. He shared that there was no cut off to travel to the east.

Nick Hall, applicant, commented on the citizen traffic concerns.

Tony Berkley, 264 Venetian Palms Blvd, commented about the traffic issues.

Harry Newkirk, Newkirk Engineering, commented on the original PUD being approved for the SR44 access.

Mayor Owen closed the floor for public comment.

Mayor Owen asked if there were additional comments from the applicant or staff.

Vice Mayor McGuirk asked Mr. Gove about the original PUD issues that were raised from developer's promises. He asked if there was anything that they could do to remedy the situation.

Motion:

Vice Mayor McGuirk moved to approve the Palms Phase 6 Final Subdivision Plat and Development Plans, as submitted. Commissioner Kolody seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Sachs voting no.

9. ORDINANCES - FIRST READING

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- 9.A Ordinance No. 07-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would request to submit a Large Scale Comprehensive Plan amendment to be forwarded to the Florida Department of Economic Opportunity for review. This proposed amendment would add a Goal number 9, Commercial Space Industry Opportunity Overlay in the Future Land Use Element.

City Attorney Avallone read the Ordinance, the first time, by title only. She mentioned that this was a Public Hearing.

Mayor Owen opened the Public Hearing.

As no citizens wished to speak, Mayor Owen closed the Public Hearing.

Motion:

Commissioner Kolody moved to continue Ordinance No. 07-22 to April 12, 2022 and to include the item for discussion on the March 22, 2022 agenda. Vice Mayor McGuirk seconded the motion, and the motion carried unanimously.

- 9.B Ordinance No. 08-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve the City Zone Redistricting.

City Attorney Avallone read the Ordinance, the first time, by title only. She reported that the Second Reading and Quasi-Judicial Public Hearing will be held on March 22, 2022.

10. BOARDS AND COMMISSIONS

- 10.A Personnel Board: Consider the appointments of three (3) citizens to serve three-year terms, expiring on May 1, 2025.

Commissioner Hartman completed a Voting Conflict Form (8B) and abstained from the vote.

Motion:

Vice Mayor McGuirk moved to appoint Lori Hartman, Barbara Luttrell and Douglas Rose to serve three-year terms, expiring on May 1, 2025. Commissioner Kolody seconded the motion, and the motion carried 3-1 by majority vote, with Mayor Owen voting no.

- 10.B Planning and Zoning Board: Consider the appointment of one (1) citizen to serve an unexpired three-year term, expiring on October 31, 2022.

Carl Hodges was selected, by majority ballot vote, to serve an unexpired term, expiring on October 31, 2022.

11. MAYOR AND COMMISSION REPORTS

Vice Mayor McGuirk commented about Turnbull Creek Land Preservation Committee. He wanted to know how many absences there were within the last couple of years and he wanted to ensure that the committee was tasked with their purpose of reviewing the purchases of land.

Commissioner Hartman commented on attending the Art Fiesta Event. He commented on the Citizen of the Year from the Kiwanis Club last year and mentioned he was planning to accomplish his last ride. He commented on the Advisory Boards. He appreciated citizen efforts, but was not comfortable with citizenry setting policy on how the City Boards should act. He supported board refocusing and wanted staff in-house to work on this.

Commissioner Kolody announced that he was wearing yellow and blue in support of Ukraine. He concurred with the Chaplain's invocation. He suggested getting a handle on the Advisory Boards. He wanted to see someone appointed to help the boards out to try to get continuity. He commented on the Spy Glass Pier. He mentioned placing funds an account to demolish the pier. He believed that the demolition was an over-action. He believed repairs could fix it. He commented on Planned Unit Development enforcement. He suggested changing the Land Development Regulations to include verbiage regarding specific developer requirements. He commented on the Turnbull Creek Land Preservation Committee. He mentioned the Corbin Park Storm Drain Project and wanted the contract with the design firm to include that within the scope of their analysis.

Commissioner Sachs commented on needing to find independent peer review. He commented on growth and development. He commented on complicated projects like the Borrow Pit.

Mayor Owen commented on addressing tiny homes in the Land Development Regulations. He suggested an item on the Planning and Zoning Agenda regarding a parking lot. He suggested that the City should have a measure in place for an independent person to access safety concerns. He commented on Advisory Boards and recommended that the City Manager appoint a member of City Staff to bring the item back to the City Commission. He emphasized making sure that each board had an objective and mission, having a purpose and a task that added value to the residents, staff and to the City Commission. He requested that this item was added to a future agenda and suggested that Ms. Ison could pass her work off onto City Staff and work with them. He commented on creating a formal process regarding citizens requesting items to be placed on agendas.

12. CITY MANAGER'S REPORT

City Manager Resheidat commented on the increase in cost of the Barracuda Bridge Project. He mentioned adding an item to the March 22nd agenda.

13. CITY CLERK'S REPORT

City Clerk McQuillen stated that she would bring the Advisory Board item back to the City Commission in April.

14. CITY ATTORNEY'S REPORT

No action.

15. ADJOURNMENT

As there was no further business to discuss, Mayor Owen adjourned the meeting at 10:10 PM.

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 09-22: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY 2021 - 2022 BUDGET.

March 22, 2022

Background:

Revised Funds are:

1) A transfer from Stormwater reserves to cover the additional cost of Project #22SW2 - generator for Esther Street Pump. Project was originally budgeted at \$60,000. Total budget will now be \$119,000.

2) Transfer #2 from Transportation Impact fees to cover the additional cost of Project #20FTS - Emergency Traffic Signal at Fire station 50. Project was originally budgeted at \$500,000 in FY20, expended \$76,283, and increased by a first amendment of \$339,000. Total remaining budget will now be \$774,673.

3) Removal of expected loan funding for the project #21HMP - Elevation of 9 homes, and project #22MOS - Solar Panels. These items were budgeted with the intention of seeking a loan to cover the costs. However, the process of obtaining the loan was never started. As part of our periodic review of the budget, this funding is being removed, we may return to Commission once the funding for these projects has been finalized. Project 22MOS-Solar Panels (\$300,000) final budget will be zero. Project 21HMP-Elevation of 9 homes final budget will be \$2,314,236, which was General Fund funding approved by the Commission on December 14, 2021.

Fiscal Analysis:

Dependent upon City Commission action.

Strategic Plan Item:

No

Staff Report Created By: Natalia Eckroth - Finance Director

Attachments:

[Exhibit A Res 09-22.pdf](#)

[Res 09-22 Budget Amendment FY2021-2022.pdf](#)

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2021 - 2022

FUND	ADOPTED BUDGET	Fire & Airport RES. 57-21	Carryforwar d Projects RES. 65-21	RES. 02-22	RES. 03-22	RES. 05-22	RES. 06-22	03/22/22 RES.09-22	TOTAL AMENDED BUDGET
001 - GENERAL FUND	\$ 32,847,343	\$ 22,710	\$ 2,947,017	\$ 30,740		\$ 119,750	\$ 43,693		\$36,011,253
003 - BRANNON CENTER / LIVE OAK	\$ 479,027								\$ 479,027
004 - GOLF COURSE	\$ 1,539,970								\$ 1,539,970
101 - STORMWATER	\$ 4,600,000		\$ 2,314,236					\$ (1,941,000)	\$ 4,973,236
103 - SPECIAL LAW ENFORCEMENT TRUST	\$ 130,000								\$ 130,000
104 - AIRPORT / INDUSTRIAL PARK	\$ 6,386,573	\$ 700,000	\$ 876,026						\$ 7,962,599
105 - POLICE IMPACT FEE	\$ 325,000								\$ 325,000
106 - FIRE IMPACT FEE	\$ 340,910	\$ 22,710		\$ 5,890					\$ 369,510
107 - RECREATION IMPACT FEE	\$ 140,000								\$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	\$ 750,000								\$ 750,000
113 - BUILDING & INSPECTIONS	\$ 4,323,734								\$ 4,323,734
115 - PARKING FUND	\$ 1,400,000		\$ 250,000						\$ 1,650,000
125 - COMMUNITY REDEVELOPMENT	\$ 2,070,000			\$ 50,000	\$ 99,143				\$ 2,219,143
130 - ARPA FUND	\$ -					\$ 298,358			\$ 298,358
204 - DEBT SERVICE FUND	\$ 560,872								\$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	\$ 9,529,000							\$ (2,300,000)	\$ 7,229,000
207 - SRF DEBT SERVICE SINKING FUND	\$ 93,718								\$ 93,718
208 - DEBT SERVICE 2005 REV REFUND	\$ 472,339								\$ 472,339
209 - DEBT SERVICE GO BOND 2005	\$ 1,872,985								\$ 1,872,985
210 - 2013 CAPITAL IMPROVEMENT NOTE	\$ 706,584								\$ 706,584
211 - CAPITAL NOTE ISLESBORO	\$ 62,506								\$ 62,506
301 - CAPITAL PROJECTS - TURNBULL CREEK	\$ -								\$ -
302 - CAPITAL PROJECTS FUND	\$ 8,260,000		\$ 4,348,935	\$ 157,099		\$ 119,750	\$ 6,850	\$ (288,044)	\$12,604,590
303 - GOB CAPITAL PROJECTS FUND	\$ 32,000		\$ 73,000						\$ 105,000
405 - SANITATION	\$ 8,130,564								\$ 8,130,564
408 - CITY MARINA	\$ 753,517								\$ 753,517
501 - GARAGE	\$ 1,047,347								\$ 1,047,347
TOTAL ALL FUNDS	\$ 86,853,989	\$ 745,420	\$ 10,809,214	\$ 243,729	\$ 99,143	\$ 537,858	\$ 50,543	\$ (4,529,044)	\$94,810,852

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ#	ACCOUNT DESCRIPTION	ADOPTED OR		REVISED	
					AMENDED BUDGET	ADJUSTMENT		
Total 101 STORMWATER FUND								
101	10130000	389101		APPROPRIATED FUND	-	59,000	59,000	Project #22SW2 - Generator for Esther Street Pump
101	10130000	381206		TRANSFER FROM FUND 206	2,000,000	(2,000,000)	-	Project #21HMP Elevation of homes
101					REVENUES	(1,941,000)		
101	10154101	564204	22SW2	CAPITAL OUTLAY	60,000	59,000	119,000	Project #22SW2 - Generator for Esther Street Pump
101	10154101	567201	21HMP	CAPITAL OUTLAY	4,314,236	(2,000,000)	2,314,236	Project #21HMP Elevation of homes
101					EXPENDITURES	(1,941,000)		
Total 109 TRANSPORTATION IMPACT FEE FUND								
109	10954102	553098		OPERATING CONTINGENCY	411,000	(11,956)	399,044	Project #20FTS Emergency Traffic Signal FS#50
109	10958101	500302		TRANSFER TO CAPITAL PROJECTS	339,000	11,956	350,956	Project #20FTS Emergency Traffic Signal FS#50
109					EXPENDITURES	-		
Total 206 LOAN FUND								
206	20630000	385101		LOAN #2	2,300,000	(2,300,000)	-	
206					REVENUES	(2,300,000)		
206	20658101	500302		TRANSFER TO FUND 302	6,620,000	(300,000)	6,320,000	Project #22MOS. Solar Panels
206	20658101	500101		TRANSFER TO FUND 101	2,000,000	(2,000,000)	-	Project #21HMP Elevation of homes
206					EXPENDITURES	(2,300,000)		
Total 302 CAPITAL PROJECTS FUND								
302	30230000	381206		TRANSFER FROM FUND 206	6,620,000	(300,000)	6,320,000	Project #22MOS. Solar Panels
302	30230000	381109		TRANSFER FROM TRANSPORTATION IMPACT FEES	339,000	11,956	350,956	Project #20FTS Emergency Traffic Signal FS#50
302					REVENUES	(288,044)		
302	30251901	567213	22MOS	CAPITAL OUTLAY	300,000	(300,000)	-	Project #22MOS. Solar Panels
302	30251901	567213	20FTS	CAPITAL OUTLAY	762,717	11,956	774,673	Project #20FTS Emergency Traffic Signal FS#50
302					EXPENDITURES	(288,044)		

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RESOLUTION NO. 09-22

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH,
AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-
2022 TO REVISE REVENUES, OPERATING
EXPENDITURES, TRANSFERS AND CAPITAL
EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1. Resolution No. 49-21, which adopted the budget for the City of
New Smyrna Beach for the Fiscal Year 2021-2022, and was amended by Resolution No. 57-21,
65-21, 02-22, 03-22, 05-22 and 06-22 is hereby further amended in order to provide for
adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 06-22 reflecting
estimated revenues, operating expenditures, and transfers and capital expenditures is hereby
amended by increasing or decreasing certain funds identified.

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

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

APPROVED AS TO FORM AND CORRECTNESS:



CARRIE AVALLONE
City Attorney

Dated: 3/10/2022

RES 09-22
Budget Amendment FY2021-2022
March 22, 2022

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2021 - 2022

FUND	ADOPTED BUDGET	Fire &	Carryforwar						03/22/22	TOTAL
		Airport	d Projects	RES. 57-21	RES. 65-21	RES. 02-22	RES. 03-22	RES. 05-22	RES. 06-22	RES.09-22
001 - GENERAL FUND	\$ 32,847,343	\$ 22,710	\$ 2,947,017	\$ 30,740		\$ 119,750	\$ 43,693			\$36,011,253
003 - BRANNON CENTER / LIVE OAK	\$ 479,027									\$ 479,027
004 - GOLF COURSE	\$ 1,539,970									\$ 1,539,970
101 - STORMWATER	\$ 4,600,000		\$ 2,314,236						\$(1,941,000)	\$ 4,973,236
103 - SPECIAL LAW ENFORCEMENT TRUST	\$ 130,000									\$ 130,000
104 - AIRPORT / INDUSTRIAL PARK	\$ 6,386,573	\$ 700,000	\$ 876,026							\$ 7,962,599
105 - POLICE IMPACT FEE	\$ 325,000									\$ 325,000
106 - FIRE IMPACT FEE	\$ 340,910	\$ 22,710		\$ 5,890						\$ 369,510
107 - RECREATION IMPACT FEE	\$ 140,000									\$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	\$ 750,000									\$ 750,000
113 - BUILDING & INSPECTIONS	\$ 4,323,734									\$ 4,323,734
115 - PARKING FUND	\$ 1,400,000		\$ 250,000							\$ 1,650,000
125 - COMMUNITY REDEVELOPMENT	\$ 2,070,000			\$ 50,000	\$ 99,143					\$ 2,219,143
130 - ARPA FUND	\$ -					\$ 298,358				\$ 298,358
204 - DEBT SERVICE FUND	\$ 560,872									\$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	\$ 9,529,000								\$(2,300,000)	\$ 7,229,000
207 - SRF DEBT SERVICE SINKING FUND	\$ 93,718									\$ 93,718
208 - DEBT SERVICE 2005 REV REFUND	\$ 472,339									\$ 472,339
209 - DEBT SERVICE GO BOND 2005	\$ 1,872,985									\$ 1,872,985
210 - 2013 CAPITAL IMPROVEMENT NOTE	\$ 706,584									\$ 706,584
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301 - CAPITAL PROJECTS - TURNBULL CREEK	\$ -									\$ -
302 - CAPITAL PROJECTS FUND	\$ 8,260,000		\$ 4,348,935	\$ 157,099		\$ 119,750	\$ 6,850	\$(288,044)		\$12,604,590
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**Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS**

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109	10958101	500302		TRANSFER TO CAPITAL PROJECTS	339,000	11,956	Project #20FTS Emergency Traffic Signal FS#50
109					EXPENDITURES	-	
Total 206 LOAN FUND							
206	20630000	385101		LOAN #2	2,300,000	(2,300,000)	
206					REVENUES	(2,300,000)	
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206					EXPENDITURES	(2,300,000)	
Total 302 CAPITAL PROJECTS FUND							
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302	30251901	567213	22MOS	CAPITAL OUTLAY	300,000	(300,000)	Project #22MOS. Solar Panels
302	30251901	567213	20FTS	CAPITAL OUTLAY	762,717	11,956	Project #20FTS Emergency Traffic Signal FS#50
302					EXPENDITURES	(288,044)	

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF UPDATED STANDARD ASSURANCES REGARDING THE VOCA GRANT.

March 22, 2022

Background:

The New Smyrna Beach Police Department received a grant in FY2021 for the Victims of Crime Grant (VOCA) for the total amount of \$89,734.33. The grant provides two full-time Victim Advocate positions, enhancing services by the Police Department to the victims of crime throughout the city.

Findings:

The Office of the Attorney General recently (03/02/2022) sent updated standard assurances for this contract year. Updates include:

1. Cannot give another law enforcement agency sub award of this grant unless they are accredited, certified and follow safe policing (we do not give sub awards).
2. Monitoring compliance in relation to civil rights and discrimination for sub recipients. Must submit methods of monitoring compliance within 90 days of award to sub recipient to the Office for Civil Rights (we do not award sub recipients).

Both the police department and the assistant city attorney have compared the two documents and agree to follow the the new document. It must be signed by the Police Chief by March 30, 2022. We are asking the City Commission for authorization to have Chief Coffin or his designee execute and submit the agreement to the revised conditions.

Fiscal Analysis:

There will be no financial impact.

Strategic Plan Item:

No

Staff Report Created By: Jessica Woodworth - Administrative Specialist III

Attachments:

[2021UpdatedStandardAssurances.pdf](#)

[Previous standard assurances dated 10.21.pdf](#)

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have

been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions:

(1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and
(2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see

<https://cops.usdoj.gov/SafePolicingEO>.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements --whether a condition set out in full

below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period --may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

6

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination -28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28- Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination -28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination -28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

10

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

12

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated --in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute --that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be

posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at [https://ojp.gov/funding/Explore/FY21 AppropriationsRestrictions.htm](https://ojp.gov/funding/Explore/FY21_AppropriationsRestrictions.htm), and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

18

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

19

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to OHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

20

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

22

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that --for

purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

31

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier

subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

34

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2021, are available until the end of FY 2024).

35

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

36

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

By the affixed signature below, the signee attests to having read and understood the 2021-2022 Award Conditions, as provided in conjunction with this acknowledgement form.

Agency Approval

Print Name and Title

Signature

Date

Organization Name

Grant Number

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: New Smyrna Beach Police Department

Grant No.: VOCA-2021-New Smyrna Beach Police D-00539

Standard Assurances

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime

AWARD CONTINUATION

SHEET

Grant

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice (“DOJ”) may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs (“OJP”) webpage entitled “Legal Notices: Special circumstances as to particular award conditions” ([ojp.gov/funding/Explore/Legal Notices-AwardReqs.htm](http://ojp.gov/funding/Explore/Legal%20Notices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurance or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements—whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period—may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or -unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to “de minimis” indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate), in writing of the potential duplication, and, if so requested by the DOJ awarding agency and/or OAG, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by the reference here.

This condition does not apply to an award, to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

8. Employment eligibility verification for hiring under the award

1. The recipient (and any "subrecipient" at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provision of 8 U.S.C. 1324a(a) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award"

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: New Smyrna Beach Police Department

Grant No.: VOCA-2021-New Smyrna Beach Police D-00539

Standard Assurances

specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any “subgrantee” at any tier), must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects ,uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (P11)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of P 11 to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards (“subgrants”) must have specific federal authorization

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: New Smyrna Beach Police Department

Grant No.: VOCA-2021-New Smyrna Beach Police D-00539

Standard Assurances

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that—for purposes of federal grants administrative requirements—OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirements for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that—for purposes of federal grants administrative requirements—OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in Part) by this award, whether by the recipient or by a subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements-including as set at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or "subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

14. Determination of suitability to interact with participating minors

SCOPE. The condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Expore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the DOJ Grants Financial Guide”).

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that recipient—or any subrecipient (“subgrantee”) at any tier—develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ award agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the performance of this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

23. Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awards by OJP may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law).

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020). The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients (“subgrantees”) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claim Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: U.S.

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: New Smyrna Beach Police Department

Grant No.: VOCA-2021-New Smyrna Beach Police D-00539

Standard Assurances

Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW. Washington , DC 20530: and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG web site at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which related to classified information), Form 4414 (which related to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: New Smyrna Beach Police Department

Grant No.: VOCA-2021-New Smyrna Beach Police D-00539

Standard Assurances

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Message While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirements to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: New Smyrna Beach Police Department
Grant No.: VOCA-2021-New Smyrna Beach Police D-00539
Standard Assurances

awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period (E.g., VOCA funds awarded in FY 2020, are available until the end of FY 2023).

31. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

32. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b) (1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

33. The recipient authorizes the Office for Victim of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.
34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees")

OFFICE OF THE FLORIDA ATTORNEY GENERAL

VOCA 2021-2022

Organization: New Smyrna Beach Police Department

Grant No.: VOCA-2021-New Smyrna Beach Police D-00539

Standard Assurances

of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at

<https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

36. The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

Agency Name: New Smyrna Beach Police Department

Name of Authorized Official: McKinley D Coffin, Chief of Police

Signature of Authorized Official: ✓

Date Signed: October 12, 2021 11:15AM

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL TO PURCHASE AND INSTALL GENERATOR FOR ESTHER STREET PUMPS.

March 22, 2022

Background:

We are purchasing a permanent generator for the pumps at Esther St. The pump itself was budgeted for this current fiscal year. This quote is based off of the Florida Sheriffs Contract for purchase of the generator and including the transfer switch and turnkey installation.

This includes a base bid for the generator of \$33,696.00. Added options for Natural Gas, Sound Attenuated enclosure, Trip and Aux Contacts, Break Glass station, additional alternator for startup, as well as Block Heater. For a total of generator and options or \$51,496.00.

This also includes an automatic transfer switch base bid of \$6,264.00. Added option of stainless steel enclosure due to the environment which brings the total for transfer switch to \$13,514.00.

This includes a turnkey installation of \$53,565.00.

These options are needed to run this generator and keep it in working condition for years to come thru-out any storm or rain event that these pumps would be needed for the safety of the residents.

The total breakdown is:

Generator with needed options - \$51,496.00

Transfer switch with option - \$13,514.00

Turnkey installation - \$53,565.00

Total = \$118,575.00

Fiscal Analysis:

Using acct #: 101.54101.5642.04-22SW2

Strategic Plan Item:

No

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

Attachments:

FSA CONTRACT W SPECIFICATION - HEAVY EQUIPMENT FSA20-EQU18.0.pdf
QUOTE - ACF STAND BYE SYSEMS.pdf

BID AWARD

CONTRACT FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:

October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechten International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems

FSA20-EQU18.0, Heavy Equipment

Group: GENERATOR: 125kW Generator Package

Item: 111, Generac, SD130, SD130

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems, LLC	\$31,200.00	Build	Options
Northern	Primary	ACF Standby Systems, LLC	\$31,200.00	Build	Options
Central	Primary	ACF Standby Systems, LLC	\$31,200.00	Build	Options
Southern	Primary	ACF Standby Systems, LLC	\$31,200.00	Build	Options
	Alternate	Genset Services, Inc.	\$34,425.00	Build	Options

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-EQU18.0 HEAVY EQUIPMENT CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - GENERATOR: 125kW Generator Package

Make: AKSA Model: ULJ-125

Make: Blue Star Power Systems Model: JD125-02

Make: Caterpillar Model: D125-8

Make: Generac Model: SD130

Make: Gillette Generators Model: SPJD-1250

Make: LJP Model: ULJ125

Make: Tradewinds Model: T125

FSA Item Specifications Description:

1. GENERATOR REQUIREMENTS: Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor; 480 volts; 3 phase, 60 hertz, 1800 rpm; Directly connected to the engine flywheel housing with flex coupling; Generator shall meet performance class G3 of IEC; Unit shall be in compliance with and be UL 2200 labeled.
2. ENGINE: Water cooled diesel engine, sized for generator set; Emission compliant engine.
3. CONTROLS: Solid state, microprocessor-based generator controls; Controls shall provide all operating, monitoring and control functions for generator set.
4. ENCLOSURE/SILENCER: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure; Critical grade silencer; Companion flanges; Flexible stainless-steel exhaust. FUEL TANK: Double wall sub-base tank integral to enclosure; 24-hour capacity at 100% at full load; Rupture basin with 110% capacity; Locking fuel caps; Mechanical fuel level gauge; Low fuel level alarm contact; Fuel tank rupture alarm contact; Must meet UL 142 and FDEP standards.
5. BATTERY CHARGER: Current limiting battery charger to automatically charge batteries; Charger shall be dual charge rate with automatic switching to boost rate when required; Charger shall be mounted on genset package.
6. STARTUP AND TESTING: Vendor must coordinate all startup and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load; The startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-EQU18.0 HEAVY EQUIPMENT CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - GENERATOR: 125kW Generator Package (Continued from previous page)

7. **CONDITIONS:** In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items: Initial filling of oil and antifreeze (fuel provided by others); Shrink wrap applied to the product to ensure a clean finish; During the startup, the technician shall record the following information and provide to the owner for his records: Record Operating Voltage, Hz, Ph, and connected load (Amperage); Package information consisting of make of generator (Cat, Wacker, or Tradewinds), model (TJ125 TP20, DP125, etc.), Serial number of complete package, and startup date; Record engine and generator serial numbers; One complete set of operation and maintenance manuals; Two (2) year or 1500-hour standard standby generator warranty; Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.



A-F Standby Systems
Power Generation



Date: February 25, 2021

To: City of New Smyrna Beach- Esther Street LS

Rev1: Updated

Attn: David Ray

We are pleased to offer the following quote for the above project:

FSA21-VEH18.0 – Heavy Equipment

Bid No. FSA21-VEH18.0 / 2021 – 2022

- **Base Bid: 125kW Generator Package Item #111 Generac SD130** \$33,696.00
- **Upgrade Generator Package to 130kW Natural Gaseous** + \$8,200.00
- **Upgrade Generator Package, Add PMG** + \$1,100.00
- **Upgrade Generator Package, Add Block Heater** + \$500.00
- **Upgrade Generator Package, Add Break Glass Station** + \$400.00
- **Upgrade Generator Package, Add Trips and Aux Contacts to MLC/B** + N/C
- **Upgrade Generator Package, Add Optional Equipment** + \$3,335.00
 - *Add Level 2 Sound Attenuated, Aluminum Enclosure, Rated for 180MPH Wind Loads to Package. Added due to location of site (Site is surrounded by residential properties and in proximity to beach front).*
- **Upgrade Generator Package, Optional Equipment** + \$4,265.00
 - *Add 200kW Upsized Alternator to Package. Added to assist with motor starting loads.*

Sub Total: \$51,496.00

- **Base Bid: 600A Automatic Transfer Switch Item #467 Generac GTS/ PSTS600** \$6,264.00
- **Upgrade ATS Package, Add Optional Equipment** + \$7,250.00
 - *Add NEMA 4X Stainless Steel Enclosure to Package. Added due to location of site (Site is in proximity to beach front and adder will assist in the longevity of life of piece of equipment given the corrosiveness (salt) of the ambient air).*

Sub Total: \$13,514.00

- **Installation: Turnkey Installation of provided equipment** \$53,565.00

Sub Total: \$53,565.00

Total investment for the above equipment (Not including any applicable tax) \$118,575.00

Bill of Material:

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated

- 130 kW Rating, wired for 120/240 VAC three phase, 60 Hz (Confirm Voltage Prior to Order)
- Permanent Magnet Excitation
- With upsized 200 kW alternator
- Level 2 Acoustic Enclosure, Aluminum
 - Industrial Grey Baked-On Powder Coat Finish
 - 180 MPH Wind Load Certified
- Natural Gas Fuel System (7-11")
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- Remote Emergency Stop Switch, break-glass, shipped loose
- 90 AH, 700 CCA Group 27F Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 450 Amp
 - Shunt trip and Auxiliary Contacts
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 120V GFCI and 240V Outlet
- Extreme Cold Weather Kit
- Flex Fuel Line
- 2-Year Comprehensive Warranty

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- Standard Open Transition
- 32D - Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- 600 Amp, 3 Pole, 120/240 VAC three phase (Confirm Voltage Prior to Order)
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 4X Enclosure
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:

- Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
- Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
- Pushbutton for Bypassing Time Delays on Transfer/Retransfer
- Test Pushbutton
- Contacts for Go to Emergency (S2)
- MODBUS Communication
- Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
- Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)
 - Emergency (S2) Position Indication (1 Form C)
 - Pre-Transfer Signal Contacts (1 Form C)
- 38B - Steel Cover for Controller
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (12) 1/0-750MCM
- 2-Year Extended Warranty

Quantity 1- Turnkey Installation

- Receive and Install Above Generator and ATS
- Furnish and Install Concrete Pad for Generator
- Furnish and Install Gas Connections
- Inclusive of All Rental, Materials and Labor for Installatio

Quantity 1- Factory Start Up and Commissioning

Quantity 1- Freight to Site- Offloading Provided By Others

Clarifications and Exceptions:

- *Clarification- No information provided to ACF to confirm if generator and ats sizing is correct based upon the site's load requirements. The City of New Smyrna Beach bears all responsibility in confirming the generator and ats are adequately sized to meet the site-specific requirements. ACF has no responsibility.*
- *Exclusion Permit Fees Not Include. Utility Company Fees (FPL) Excluded. P/P Bond and/or Bid Bond Not Included. Concrete Cutting and/ or Replacement Not Included. Tree Removal and Clearing Not Included.*
- *No Enclosure Wind Load P.E. Calculations. Optional adder.*
- *Buyers referenced to local, state, or federal government requirements.*
- *No Anchoring Calculations and/or anchors.*
- *No power systems or selective coordination study.*
- *Equipment performance beyond manufacturer's design.*
- *No Storage or insurance.*
- *No third-party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...*
- *NO NETA Testing Must be performed by third party agency.*

- *No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, etc...*
- *No general, civil and/or plumbing work or materials.*
- *No electrical and/or mechanical work including materials.*
- *No engineering or permitting.*
- *No third-party testing agency.*
- *If this project is an AHCA project and AHCA does not approve quote additional cost could occur to make AHCA Compliant.*
- *No Sound Testing by ACF.*
- *No Fuel.*
- *No Maintenance Contract by ACF.*

Notes:

1. This Quotation is based upon Engineering Specifications _Item #111, Item #467_ & Drawings __. No other sections shall apply.
2. Quotation is valid for 60 days. If not released to production within 60 days, pricing, delivery extension and escalation charges may apply.
3. ACF Standby Systems is not responsible for any delays in delivery due to Act of Nature, explosion, fire, strikes, accidents, war, terrorism, flood, accidents or other causes beyond our company control. Quoted shipping schedules are not guaranteed and subject to change without notice. In no case is ACF Standby Systems responsible for incidental or consequential damages.
4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
5. Equipment will be invoiced (and payment expected according to ACF's Terms and Conditions) at the time of shipment or when ready to ship from point of origin. Delays by the buyer may result in storage fees and/or additional freight charges.
6. Completed equipment to be delivered to a 3rd party manufacturer for further fabrication will be invoiced upon shipment to the 3rd party manufacturer.
7. The warranty is that of the above-named manufacturer(s). Refer to the manufacturer's warranty statement for details. No special warranty is implied. The Manufacturer's warranty begins on the day of start-up or 6 months after shipment, whichever occurs first, not substantial completion. It is the contractor's responsibility to coordinate start-up along with the date of substantial completion.
8. If the generator set is not installed and ready for startup within 6 months of shipment it will require long term storage procedures. Please refer to the Operation and Maintenance Manual for such requirements. All costs related to long term storage is the responsibility of the purchaser. Failure to follow these procedures may void warranty and affect equipment operation. Contact ACF Standby Systems for assistance.
9. Additional sets of O&M manuals are available at an additional cost. The manufacturer's standard format shall apply. Custom O&M manuals will be available at an additional charge.
10. Startup services will not proceed until the buyer's account is current and in good standing.
11. Quotation does not include offloading, rigging, anchoring, installation, exhaust plumbing, exhaust insulation, fuel or permitting.
12. ACF Standby Systems is not responsible for testing of fuel tank(s) provided by any party. Fuel tank testing, as required by FDEP (Florida Department of Environmental Protection) Chapters 62-761 and 62-762, is the responsibility of the installing Contractor and Generator Permit Applicant. ACF Standby Systems LLC is not responsible for damages or costs incurred by any party, when a fuel tank is filled before field testing required under FDEP or testing mandated by a Local Inspector of Authority under FBC, is performed.

0020563684

13. Pricing is subject to ACF Standby Systems' Payment Terms.

Terms and Conditions

This proposal is subject to ACF Terms and Conditions of Sale, attached- As per the Florida Sheriff's Association contract.

Sincerely,

John Pederson

ACF Standby Systems
3213558584
j.pederson@acfpower.com

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

Customer Signature

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

ACKNOWLEDGEMENT OF BARRACUDA BRIDGE LOCAL FUNDING AGREEMENT COST INCREASE.

March 22, 2022

Background:

City Commission previously approved the Local Funding Agreements (LFA) for both construction and CEI services (reference attachments) obligating the City to fund 25% for each of these elements with funds established to do so. FDOT placed the project out to bid and received five (5) competitive proposals with the lowest most responsive bidder being above the programmed amount for this scope of work, which is unfortunate but not totally unexpected with the fluctuations in the market and construction sector.

The FDOT programmed amount for the project is \$5,000,000 (federal match being 75% or \$3,750,000 for all phases including design, CEI & construction) and the lowest bid received from Gosalia Concrete Constructors, Inc. of Tampa being \$ 4,388,956.40 represents a significant increase with the City's proportionate share increasing as well to \$1,303,266 (increase of \$379,231 from original LFA amount) for construction and with CEI being tied to the construction cost went from \$85,266 to \$143,936, again increasing the City's expense by \$58,670.

Findings:

Although the City's monetary amount has increased we are contractually obligated to comply with conditions in the original contract to abide by such variations to the actual construction amounts that will likely continue to increase, therefore staff recommends the Commission acknowledge the additional costs and move forward with the project as likely costs will only continue to increase.

Fiscal Analysis:

The City's additional cost for construction and CEI services are \$379,231 and \$58,670 respectively (reference attached invoice #2 for each phase), and will require a budget amendment using loan money to be funded through the general fund from the debt services fund. Original cost for the project was \$4,447,000 at the time of obtaining line of credit from Regions Bank.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

Exhibit "A" EXECUTED FM#437935-1-52-01 LFA (At Cost) NSB Barracuda Bridge and Invoice 2 and Wiring Instructions.pdf

Exhibit "B" EXECUTED FM#437935-1-62-01 LFA (At Cost) NSB Barracuda Bridge and Invoice 2 and Wiring Instructions.pdf

Exhibit “A”

FM# 437935-1-52-01

Page 1 of 10

Agency: City of New Smyrna Beach	Fund: LF	Financial Management No.:
Vendor No: F596000387001	Contract Amount: \$924,035.00	437935-1-52-01

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEW SMYRNA BEACH**

This **AGREEMENT**, made and entered into this 7/14/2021 | 4:33 PM EDT,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter
referred to as the “DEPARTMENT”) and CITY OF NEW SMYRNA BEACH (hereinafter referred
to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “C”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: “Construction of the Barracuda Boulevard Bridge Replacement”, said project being known as Financial Management (FM) Number 437935-1-52-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the Construction of the Barracuda Boulevard Bridge Replacement Project, in Fiscal Year 2021/2022, said Project being known as FM# 437935-1-52-01, hereinafter referred to as “Bridge Construction”.

WHEREAS, the Project is not on the State Highway System and it is not on the federal aid system which, pursuant to Title 23 United States Code, Section 33 requires the LOCAL GOVERNMENT to provide a local match of funding in the amount of twenty-five percent (25%), referred to as the “Construction Match Requirement”; and

WHEREAS, the Scope of Services to be performed for this Project is described in Exhibit "A" hereto and the Cost Estimate is described in Exhibit "B" hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the Bridge Construction described in Exhibit "A" per the DEPARTMENT'S plans utilizing the Construction Match Requirement.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT agrees to provide 100% of the non-federal funds to meet the 25% match requirement for the construction for this Project.

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated 25% of the actual costs of the construction of the Project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of

the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The Project is off the "State Highway System", therefore, in accordance with Section 339.08(1), F.S., state funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of non-participating costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost for the construction, as set forth in the DEPARTMENT'S adopted work program for this Project, is **\$3,696,140.00 (Three Million Six Hundred Ninety-Six Thousand One Hundred Forty Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for the 100% of the non-federal portion of the Project is **\$924,035.00 (Nine Hundred Twenty-Four Thousand Thirty-Five Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **on or before but no later than December 1, 2021**, furnish the DEPARTMENT an advance deposit in the amount of **\$924,035.00 (Nine Hundred Twenty-Four Thousand Thirty-Five Dollars and No/100)**. The deposit shall be the total estimated 25% Construction Match Requirement. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(F) If 25% of the accepted bid amount is in excess of the advanced deposit, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Construction Match Requirement. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent that 25% of the accepted bid amount is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL

GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(G) If 25% of the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds 25% of the accepted bid amount if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun 25% of the accepted bid amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow

agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5486
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
(386) 410-2811
kfegley@cityofnsb.com

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.


FM# 437935-1-52-01

Page 7 of 10

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement
May 4, 2021 _____, and the DEPARTMENT has executed this Agreement
7/14/2021 | 4:33 PM EDT _____

CITY OF NEW SMYRNA BEACH

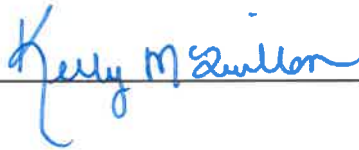
**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 
Name: Russ Owen
Title: Mayor

DocuSigned by:
C. Jack Adkins
1752524FC337485...
Name: C. Jack Adkins
Title: Interim Director of Transportation Development

Attest:

Attest:



DocuSigned by:
Omayra Wallace
F480974AB8374A7...
Executive Secretary

Legal Review:

Legal Review:


Local Government Attorney

DocuSigned by:
Daniel McDermott
583E81E26BBA45C...
Department Attorney

Financial Provisions Approval by
Department of Comptroller on:

March 29, 2021

EXHIBIT "A"
SCOPE OF SERVICES

This Project's intent is to replace the existing Barracuda Boulevard Bridge, Bridge Number 795700, over the Brando Canal, with a concrete bridge.

Since the Project is off the State Highway System and is not on the federal aid system, the LOCAL GOVERNMENT must contribute twenty-five percent (25%) of the construction costs of the Project. The requirement to provide matching funds is found at Title 23 United States Code, Section 133.

The remainder of this page intentionally left blank.

EXHIBIT "B"

ESTIMATE

Barracuda Blvd. from Quay Assisi to Middle Way	TOTAL COST	DEPARTMENT 75%	LOCAL GOVERNMENT 25%
Construction Phase 52	\$ 3,696,140.00	\$ 2,772,105.00	\$ 924,035.00

The remainder of this page intentionally left blank.

FM# 437935-1-52-01

Page 10 of 10

EXHIBIT "C"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 15-21

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, LOCALLY FUNDED AGREEMENT FM# 437935-1-52-01 FOR THE BARRACUDA BOULEVARD BRIDGE REPLACEMENT AND AUTHORIZING THE CITY TO ENTER INTO THE THREE PARTY ESCROW AGREEMENT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the Barracuda Boulevard Bridge Replacement; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver the Locally Funded Agreement for the aforementioned project, FM #437935-1-52-01 and the Three Party Escrow Agreement.

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

SECTION 1: Authorization. That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Locally Funded Agreement for the aforementioned project, FM #437935-1-52-01, and the associated Three Party Escrow Agreement, which agreements are more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: Conflicting Resolutions. That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: Effective Date. That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone
CARRIE AVALLONE
City Attorney

DATE: 5/4/2021

RES 15-21
FDOT FM#437935-1-52-01
Barracuda Blvd Bridge Replacement
Reading: May 11, 2021

EXHIBIT "A"

FM# 437935-1-52-01

Page 1 of 10

Agency: City of New Smyrna Beach Vendor No: F596000387001	Fund: LF Contract Amount: \$924,035.00	Financial Management No.: 437935-1-52-01
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEW SMYRNA BEACH**

This **AGREEMENT**, made and entered into this _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and CITY OF NEW SMYRNA BEACH (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: "Construction of the Barracuda Boulevard Bridge Replacement", said project being known as Financial Management (FM) Number 437935-1-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the Construction of the Barracuda Boulevard Bridge Replacement Project, in Fiscal Year 2021/2022, said Project being known as FM# 437935-1-52-01, hereinafter referred to as "Bridge Construction".

WHEREAS, the Project is not on the State Highway System and it is not on the federal aid system which, pursuant to Title 23 United States Code, Section 33 requires the LOCAL GOVERNMENT to provide a local match of funding in the amount of twenty-five percent (25%), referred to as the "Construction Match Requirement"; and

WHEREAS, the Scope of Services to be performed for this Project is described in Exhibit "A" hereto and the Cost Estimate is described in Exhibit "B" hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the Bridge Construction described in Exhibit "A" per the DEPARTMENT'S plans utilizing the Construction Match Requirement.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT agrees to provide 100% of the non-federal funds to meet the 25% match requirement for the construction for this Project.

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated 25% of the actual costs of the construction of the Project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of

the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The Project is off the "State Highway System", therefore, in accordance with Section 339.08(1), F.S., state funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of non-participating costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost for the construction, as set forth in the DEPARTMENT'S adopted work program for this Project, is **\$3,696,140.00 (Three Million Six Hundred Ninety-Six Thousand One Hundred Forty Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for the 100% of the non-federal portion of the Project is **\$924,035.00 (Nine Hundred Twenty-Four Thousand Thirty-Five Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **on or before but no later than December 1, 2021**, furnish the DEPARTMENT an advance deposit in the amount of **\$924,035.00 (Nine Hundred Twenty-Four Thousand Thirty-Five Dollars and No/100)**. The deposit shall be the total estimated 25% Construction Match Requirement. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(F) If 25% of the accepted bid amount is in excess of the advanced deposit, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Construction Match Requirement. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent that 25% of the accepted bid amount is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL

GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(G) If 25% of the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds 25% of the accepted bid amount if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun 25% of the accepted bid amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow

agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5486
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
(386) 410-2811
kfegley@cityofnsb.com

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

- (A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- (B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

FM# 437935-1-52-01

Page 7 of 10

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement _____, and the DEPARTMENT has executed this Agreement _____.

CITY OF NEW SMYRNA BEACH

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Loreen C. Bobo, P.E.

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

Local Government Attorney

Department Attorney

Financial Provisions Approval by
Department of Comptroller on:

March 29, 2021

EXHIBIT "A"

SCOPE OF SERVICES

This Project's intent is to replace the existing Barracuda Boulevard Bridge, Bridge Number 795700, over the Brando Canal, with a concrete bridge.

Since the Project is off the State Highway System and is not on the federal aid system, the LOCAL GOVERNMENT must contribute twenty-five percent (25%) of the construction costs of the Project. The requirement to provide matching funds is found at Title 23 United States Code, Section 133.

The remainder of this page intentionally left blank.

EXHIBIT "B"
ESTIMATE

Barracuda Blvd. from Quay Assisi to Middle Way	TOTAL COST	DEPARTMENT 75%	LOCAL GOVERNMENT 25%
Construction Phase 52	\$ 3,696,140.00	\$ 2,772,105.00	\$ 924,035.00

The remainder of this page intentionally left blank.

EXHIBIT "C"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of New Smyrna Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction of the Barracuda Boulevard Bridge Replacement
Project #: 437935-1-52-01
County: Volusia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title


Date

The Within and Foregoing Resolution No. 15-21 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the Brannon Center in said City on May 11, 2021. Motion was made by Commissioner McGuirk, and seconded by Vice Mayor Sachs, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

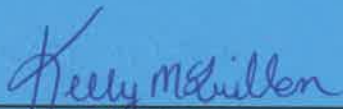
MAYOR RUSS OWEN	Yes
VICE MAYOR JACOB D. SACHS	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER MICHAEL KOLODY	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.



As Mayor of the City of New
Smyrna Beach, Florida

(OFFICIAL SEAL)



As City Clerk of the
City of New Smyrna Beach,
Florida

RESOLUTION NO. 15-21

Certificate Of Completion

Envelope Id: 17FB99CF447A4F40ADB1461CE3308207	Status: Completed
Subject: Please DocuSign: PARTIALLY EXECUTED FM#437935-1-52-01 LFA (At Cost) NSB Barracuda Bridge.pdf	
Contract Number (ex. C9A12, optional): N/A	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 437935-1-52-01	
Office (contact Procurement if add is needed):	
Local Programs	
Source Envelope:	
Document Pages: 25	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Teresa Hutson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	Teresa.Hutson@dot.state.fl.us
	IP Address: 156.75.252.6


Record Tracking

Status: Original	Holder: Teresa Hutson	Location: DocuSign
7/14/2021 3:35:45 PM	Teresa.Hutson@dot.state.fl.us	

Signer Events

Daniel McDermott
 Daniel.McDermott@dot.state.fl.us
 Senior Attorney
 FL DOT
 Signing Group: D5 General Law Legal Group
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Signature

DocuSigned by:

 Daniel McDermott
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 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

Timestamp

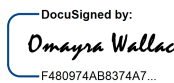
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 Signed: 7/14/2021 4:22:27 PM

C. Jack Adkins
 jack.adkins@dot.state.fl.us
 Interim Director of Transportation Development
 FDOT
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 C. Jack Adkins
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Omayra Wallace
 Omayra.Wallace@dot.state.fl.us
 Administrative Assistant II
 FDOT
 Signing Group: D5 Executive Assistants
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 Omayra Wallace
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 Signed: 7/14/2021 4:34:43 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/14/2021 3:41:08 PM</p>
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<p>Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/14/2021 3:41:08 PM Viewed: 7/14/2021 4:02:00 PM</p>
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<p>Lisa Buscher lisa.buscher@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Kevin Powell Kevin.Powell@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/14/2021 4:34:44 PM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/14/2021 3:41:08 PM
Certified Delivered	Security Checked	7/14/2021 4:34:36 PM
Signing Complete	Security Checked	7/14/2021 4:34:43 PM
Completed	Security Checked	7/14/2021 4:34:45 PM

Payment Events	Status	Timestamps
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**LOCALLY FUNDED AGREEMENT (LFA)
INVOICE**

Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

Local Government:	City of New Smyrna Beach
Financial Project Number:	437935-1-52-01
Project Description:	Construction of the Barracuda Boulevard Bridge Replacement Project
Department Contact Person:	Teresa R. Hutson
Telephone Number:	(386) 943-5486
Agreement Execution Date:	July 14, 2021
Invoice Date:	March 1, 2022
Invoice Number:	2
Funds Due Date:	March 15, 2022
Original Agreement Amount:	\$924,035.00
Updated Agreement Amount:	\$1,303,266.00
Additional Funds Due:	\$379,231.00
Make Check Payable To:	Florida Department of Transportation
Mail Payment To:	Florida Department of Transportation Attn: LFA Section 605 Suwannee Street, MS #42B Tallahassee, Florida 32399-0450

Please include with/on the check: Financial Project Number 437935-1-52-01

For Wire Transfers: See Attached Page

Date Received by Department: _____

**Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash
Deposit Trust Fund K 11-78 with Department of Financial Services**

Please wire or ACH funds to:
Department of Financial Services
c/o Wells Fargo Bank, N.A.
1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain “FDOT” and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886 or Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

Exhibit “B”

FM# 437935-1-62-01

Page 1 of 10

Agency: City of New Smyrna Beach	Fund: LF	Financial Management No.:
Vendor No: F596000387001	Contract Amount: \$85,266.00	437935-1-62-01

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEW SMYRNA BEACH**

This **AGREEMENT**, made and entered into this 7/14/2021 | 4:33 PM EDT,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter
referred to as the “DEPARTMENT”) and CITY OF NEW SMYRNA BEACH (hereinafter referred
to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “C”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) Services for the project described as: “Barracuda Boulevard Bridge Replacement”, said project being known as Financial Management (FM) Number 437935-1-62-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the Construction Engineering and Inspection (CEI) Services for the Barracuda Boulevard Bridge Replacement Project, in Fiscal Year 2021/2022, said Project being known as FM# 437935-1-62-01, hereinafter referred to as “Bridge CEI Services”.

WHEREAS, the Project is not on the State Highway System and it is not on the federal aid system which, pursuant to Title 23 United States Code, Section 33 requires the LOCAL GOVERNMENT to provide a local match of funding in the amount of twenty-five percent (25%), referred to as the “CEI Services Match Requirement”; and

WHEREAS, the Scope of Services to be performed for this Project is described in Exhibit "A" hereto and the Cost Estimate is described in Exhibit "B" hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI Services for the Barracuda Boulevard Bridge Replacement Project.

3. The DEPARTMENT shall perform the CEI Services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Participation by the LOCAL GOVERNMENT in the funds for the CEI Services phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT agrees to provide 100% of the non-federal funds to meet the 25% match requirement for the CEI Services for this Project.

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated 25% of the actual costs of the CEI Services of the Project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The Project is off the "State Highway System", therefore, in accordance with Section 339.08(1), F.S., state funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund

the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of non-participating costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost for the CEI Services, as set forth in the DEPARTMENT'S adopted work program for this Project, is **\$341,064.00 (Three Hundred Forty-One Thousand Sixty-Four Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for the 100% of the non-federal portion of the Project is **\$85,266.00 (Eighty-Five Thousand Two Hundred Sixty-Six Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **on or before but no later than December 1, 2021**, furnish the DEPARTMENT an advance deposit in the amount of **\$85,266.00 (Eighty-Five Thousand Two Hundred Sixty-Six Dollars and No/100)**. The deposit shall be the total estimated 25% CEI Services Match Requirement. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(F) If the amount necessary to fulfill the 25% CEI Services Match Requirement exceeds the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the 25% CEI Services Match Requirement. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the 25% CEI Services Match Requirement is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(G) If the 25% CEI Services Match Requirement is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the 25% CEI Services Match Requirement if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified

by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the 25% CEI Services Match Requirement. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5486
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Kyle W. Fegley, P.E.

City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
(386) 410-2811
kfeqley@cityofnsb.com

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent

jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement
May 4, 2021, and the DEPARTMENT has executed this Agreement
7/14/2021 | 4:33 PM EDT

CITY OF NEW SMYRNA BEACH

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: [Signature]
Name: Russ Owen
Title: Mayor

DocuSigned by:
By: C. Jack Adkins
Name: C. Jack Adkins
Title: Interim Director of Transportation Development

Attest:

Attest:

[Signature]

DocuSigned by:
Omayra Wallace
Executive Secretary

Legal Review:

Legal Review:

[Signature]
Local Government Attorney

DocuSigned by:
Daniel McDermott
Department Attorney

Financial Provisions Approval by
Department of Comptroller on:

March 18, 2021

EXHIBIT "A"

SCOPE OF SERVICES

This Project's intent is to replace the existing Barracuda Boulevard Bridge, Bridge Number 795700, over the Brando Canal, with a concrete bridge.

Since the Project is off the State Highway System and is not on the federal aid system, the LOCAL GOVERNMENT must contribute twenty-five percent (25%) of the CEI Services costs of the Project. The requirement to provide matching funds is found at Title 23 United States Code, Section 133.

The remainder of this page intentionally left blank.

EXHIBIT "B"

ESTIMATE

Barracuda Blvd. from Quay Assisi to Middle Way	TOTAL COST	DEPARTMENT 75%	LOCAL GOVERNMENT 25%
Construction Engineering Inspection (CEI) Services Phase 52	\$ 341,064.00	\$ 255,798.00	\$ 85,266.00

The remainder of this page intentionally left blank.

FM# 437935-1-62-01

Page 10 of 10

EXHIBIT "C"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 16-21

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, LOCALLY FUNDED AGREEMENT FM# 437935-1-62-01 FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BARRACUDA BOULEVARD BRIDGE REPLACEMENT AND AUTHORIZING THE CITY TO ENTER INTO THE THREE PARTY ESCROW AGREEMENT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the Construction Engineering and Inspection Services for the Barracuda Boulevard Bridge Replacement; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver the Locally Funded Agreement for the aforementioned project, FM #437935-1-62-01 and the Three Party Escrow Agreement.

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

SECTION 1: Authorization. That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Locally Funded Agreement for the aforementioned project, FM #437935-1-62-01, and the associated Three Party Escrow Agreement, which agreements are more particularly described as:

SEE EXHIBIT "1" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: Conflicting Resolutions. That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: Effective Date. That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone
CARRIE AVALLONE
City Attorney

DATE: 5/4/2021

RES 16-21
FDOT FM#437935-1-62-01
CEI Services Barracuda Bridge Replacement
Reading: May 11, 2021

EXHIBIT "1"

FM# 437935-1-62-01

Page 1 of 10

Agency: City of New Smyrna Beach	Fund: LF	Financial Management No.:
Vendor No: F596000387001	Contract Amount: \$85,266.00	437935-1-62-01

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEW SMYRNA BEACH**

This **AGREEMENT**, made and entered into this _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and CITY OF NEW SMYRNA BEACH (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) Services for the project described as: "Barracuda Boulevard Bridge Replacement", said project being known as Financial Management (FM) Number 437935-1-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the Construction Engineering and Inspection (CEI) Services for the Barracuda Boulevard Bridge Replacement Project, in Fiscal Year 2021/2022, said Project being known as FM# 437935-1-62-01, hereinafter referred to as "Bridge CEI Services".

WHEREAS, the Project is not on the State Highway System and it is not on the federal aid system which, pursuant to Title 23 United States Code, Section 33 requires the LOCAL GOVERNMENT to provide a local match of funding in the amount of twenty-five percent (25%), referred to as the "CEI Services Match Requirement"; and

WHEREAS, the Scope of Services to be performed for this Project is described in Exhibit "A" hereto and the Cost Estimate is described in Exhibit "B" hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI Services for the Barracuda Boulevard Bridge Replacement Project.

3. The DEPARTMENT shall perform the CEI Services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Participation by the LOCAL GOVERNMENT in the funds for the CEI Services phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT agrees to provide 100% of the non-federal funds to meet the 25% match requirement for the CEI Services for this Project.

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated 25% of the actual costs of the CEI Services of the Project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The Project is off the "State Highway System", therefore, in accordance with Section 339.08(1), F.S., state funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund

the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of non-participating costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost for the CEI Services, as set forth in the DEPARTMENT'S adopted work program for this Project, is **\$341,064.00 (Three Hundred Forty-One Thousand Sixty-Four Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for the 100% of the non-federal portion of the Project is **\$85,266.00 (Eighty-Five Thousand Two Hundred Sixty-Six Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **on or before but no later than December 1, 2021**, furnish the DEPARTMENT an advance deposit in the amount of **\$85,266.00 (Eighty-Five Thousand Two Hundred Sixty-Six Dollars and No/100)**. The deposit shall be the total estimated 25% CEI Services Match Requirement. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(F) If the amount necessary to fulfill the 25% CEI Services Match Requirement exceeds the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the 25% CEI Services Match Requirement. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the 25% CEI Services Match Requirement is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

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(H) Should project modifications occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified

by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the 25% CEI Services Match Requirement. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

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(J) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5486
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Kyle W. Fegley, P.E.

City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
(386) 410-2811
kfegley@cityofnsb.com

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent

jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement _____, and the DEPARTMENT has executed this Agreement _____.

CITY OF NEW SMYRNA BEACH

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Loreen C. Bobo, P.E.

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

Local Government Attorney

Department Attorney

Financial Provisions Approval by
Department of Comptroller on:

March 18, 2021

EXHIBIT "A"

SCOPE OF SERVICES

This Project's intent is to replace the existing Barracuda Boulevard Bridge, Bridge Number 795700, over the Brando Canal, with a concrete bridge.

Since the Project is off the State Highway System and is not on the federal aid system, the LOCAL GOVERNMENT must contribute twenty-five percent (25%) of the CEI Services costs of the Project. The requirement to provide matching funds is found at Title 23 United States Code, Section 133.

The remainder of this page intentionally left blank.

EXHIBIT "B"

ESTIMATE

Barracuda Blvd. from Quay Assisi to Middle Way	TOTAL COST	DEPARTMENT 75%	LOCAL GOVERNMENT 25%
Construction Engineering Inspection (CEI) Services Phase 52	\$ 341,064.00	\$ 255,798.00	\$ 85,266.00

The remainder of this page intentionally left blank.

EXHIBIT "C"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of New Smyrna Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction Engineering and Inspection (CEI) Services for the Barracuda Boulevard Bridge Replacement
Project #: 437935-1-62-01
County: Volusia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title


Date

The Within and Foregoing Resolution No. 16-21 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the Brannon Center in said City on May 11, 2021. Motion was made by Commissioner McGuirk, and seconded by Vice Mayor Sachs, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

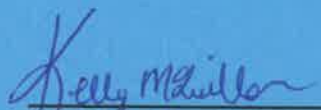
MAYOR RUSS OWEN	Yes
VICE MAYOR JACOB D. SACHS	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER MICHAEL KOLODY	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.



As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)



As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 16-21

Certificate Of Completion

Envelope Id: 16F5C7ED0BFD4C9180F51853DD76AECB	Status: Completed
Subject: Please DocuSign: PARTIALLY EXECUTED FM#437935-1-62-01 LFA (At Cost) NSB Barracuda Bridge.pdf	
Contract Number (ex. C9A12, optional): N/A	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 437935-1-62-01	
Office (contact Procurement if add is needed):	
Local Programs	
Source Envelope:	
Document Pages: 25	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Teresa Hutson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	Teresa.Hutson@dot.state.fl.us
	IP Address: 156.75.252.6

Record Tracking

Status: Original	Holder: Teresa Hutson	Location: DocuSign
7/14/2021 3:41:41 PM	Teresa.Hutson@dot.state.fl.us	

Signer Events

Daniel McDermott
 Daniel.McDermott@dot.state.fl.us
 Senior Attorney
 FL DOT
 Signing Group: D5 General Law Legal Group
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

DocuSigned by:

 Daniel McDermott
 585E81E268BA45C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

Timestamp

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 Viewed: 7/14/2021 4:23:01 PM
 Signed: 7/14/2021 4:23:08 PM

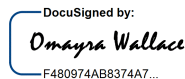
C. Jack Adkins
 jack.adkins@dot.state.fl.us
 Interim Director of Transportation Development
 FDOT
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 C. Jack Adkins
 1752524FC337485...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

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 Signed: 7/14/2021 4:33:39 PM

Omayra Wallace
 Omayra.Wallace@dot.state.fl.us
 Administrative Assistant II
 FDOT
 Signing Group: D5 Executive Assistants
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 Omayra Wallace
 F480974AB8374A7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

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 Signed: 7/14/2021 4:35:08 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/14/2021 3:45:20 PM</p>
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<p>Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/14/2021 3:45:20 PM</p>
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<p>Lisa Buscher lisa.buscher@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Kevin Powell Kevin.Powell@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/14/2021 4:35:10 PM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/14/2021 3:45:20 PM
Certified Delivered	Security Checked	7/14/2021 4:35:03 PM
Signing Complete	Security Checked	7/14/2021 4:35:08 PM
Completed	Security Checked	7/14/2021 4:35:10 PM

Payment Events	Status	Timestamps
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**LOCALLY FUNDED AGREEMENT (LFA)
INVOICE**

Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

Local Government:	<u>City of New Smyrna Beach</u>
Financial Project Number:	<u>437935-1-62-01</u>
Project Description:	<u>Construction Engineering & Inspection (CEI) Services for the Barracuda Boulevard Bridge Replacement Project</u>
Department Contact Person:	<u>Teresa R. Hutson</u>
Telephone Number:	<u>(386) 943-5486</u>
Agreement Execution Date:	<u>July 14, 2021</u>
Invoice Date:	<u>March 1, 2022</u>
Invoice Number:	<u>2</u>
Funds Due Date:	<u>March 15, 2022</u>
Original Agreement Amount:	<u>\$85,266.00</u>
Updated Agreement Amount:	<u>\$143,936.00</u>
Additional Funds Due:	<u>\$58,670.00</u>
Make Check Payable To:	<u>Florida Department of Transportation</u>
Mail Payment To:	Florida Department of Transportation Attn: LFA Section 605 Suwannee Street, MS #42B Tallahassee, Florida 32399-0450

Please include with/on the check: Financial Project Number 437935-1-62-01

For Wire Transfers: See Attached Page

Date Received by Department: _____

**Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash
Deposit Trust Fund K 11-78 with Department of Financial Services**

Please wire or ACH funds to:
Department of Financial Services
c/o Wells Fargo Bank, N.A.
1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain “FDOT” and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886 or Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER APPROVAL OF THE ROARING 20'S GALA IN CELEBRATION OF THE SOUTHEAST VOLUSIA CHAMBER OF COMMERCE 90TH ANNIVERSARY.

March 22, 2022

Background:

The fund-raising gala for the SEV Chamber of Commerce will celebrate their 90th anniversary in 2022. The gala will be held on Saturday May 14, 2022 in a tenant hangar at the NSB Airport. The event will be located at 1501 Airway Circle; starting at 6pm and ending at 10pm, with an estimated 200-250 people in attendance. This event has an admission charge for entry. The entertainment for the event is currently to be determined. There will be a sound system in use for various live bands performing, between 6pm and 10pm. Food will be served on the premises. There will be sales of alcoholic beverages at the event, which will be provided through Outriggers or another licensed establishment. No alcoholic beverage consumption will be allowed in the driveway, median or on any city right of way. On site parking will be available, including valet parking. Restroom facilities will be provided on-site using four Port-O-Lets, with 2 being ADA compliant. Security will be provided by volunteers, staff and board members.

Findings:

Staff recommends approval of the Southeast Volusia Chamber of Commerce 90th Anniversary Roaring 20's Gala.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Admin/Contract Administrator

Attachments:

[Chamber Roaring 20's Gala 2022.pdf](#)



CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION FOLLOW-UP

Name of Event Chamber Roaring 20's Gala
 Event Date May 14, 2022
 Contact Information SEV Chamber
 Brief Description of Event Fund raising event @ hanger @ airport
Food, Music & Alcohol @ event max attendance is 250

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
<i>[Signature]</i>	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	3/1/22
<i>[Signature]</i>	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/1/22
<i>[Signature]</i>	Planning & Dev.	386-410-2800	rmathen@cityofnsb.com	3-1-22
<i>[Signature]</i>	Fire Department	386-402-8125	kgaines@cityofnsb.com	3-1-22
<i>[Signature]</i>	Police Department	386-402-7790	jreve@cityofnsb.com	3-1-22
<i>[Signature]</i>	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3-1-22
<i>[Signature]</i>	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3-3-22

Conditions of Approval

No outside alcohol, follow all parking laws, follow alcohol safety plan.
 FD - Due to the number of attendees decor not to be flammable or combustible.
 Must provide copy of alcohol license
 No signs to be placed in the median or right-of-way
 Special Event fee - \$500 plus tax
 Banners - \$150 plus tax
 Building Dept. Permit Required \$287.18 apply online @ Cityofnsb.com

Road Closures:

City Commission Approval Required? Yes No

City Event? Yes No



CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED: 3/1/22
RECEIVED BY: [Signature]
REVIEW DATE: 3/1/22

SPECIAL EVENTS:

A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

This application is not a permit to conduct a special event.

1.0 REQUIRED INFORMATION:

- 1.1 Name of Event: 90th anniversary of the SEV Chamber of Commerce - Roaring 20s Gala
- 1.2 Name of Producer and/or Promoter: Southeast Volusia Chamber of Commerce
- 1.2 Type of Organization Non-Profit For-Profit Charitable Government
- 1.3 Contact Person: Stephanie Ford
- 1.4 Address: 115 Canal Street
City: New Smyrna Beach State: FL Zip Code: 32168
- 1.5 Work Phone: 386-428-2449 Home Phone: _____ Fax Number: 386-423-3512
Email Address: sford@sevchamber.com Website: www.sevchamber.com

2.0 BILLING INFORMATION:

- 2.1 Is the party responsible for billing the same as above? Yes No
If no, please provide the proper information below:
Name: _____ Address: 115 Canal Street
City: New Smyrna Beach State: _____ Zip Code: _____
Work Phone: _____ Fax Number: _____

3.0 EVENT INFORMATION:

- 3.1 Date(s)
Requested: Saturday, May 14, 2022
- 3.2 Location of Event: 1501 Airway Circle, NSB

- 3.3 Description of Event: Fundraising Gala to celebrate SEV Chamber of Commerce 90th Anniversary.
Food, beverage, live music, casino. Roaring 20s theme
- 3.4 Site Plans are required and must include:
 Pedestrian Access Parking and Vehicular Access Location of Port-o-Lets (if any)
 Dumpsters and/ or Trash Cans Number and Location of Vendor Display Areas Venue/
 Stage (if any) Tents Barricades/ Cones
- 3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of \$1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.
- 3.6 Will an admission fee be charged for the event? Yes No
 Will an admission fee be charged prior to the event? Yes No
 Will fees be collected on-site before/ during event? Yes No
- 3.7 Event time: Date: 5/14/2022 Start: 6:00 ~~a.m.~~ / p.m. End: 10:00 a.m./ p.m.
 Set-up: Date: 5/13/2022 Start: 9:00 a.m. / p.m. End: 5:00 a.m./ p.m.
 Breakdown: Date: 5/16/2022 Start: 8:00 a.m. / p.m. End: 11:00 a.m. / p.m.
 Rain date: Date: _____ Start: _____ a.m./ p.m. End _____ a.m./ p.m.
- How will the general public be notified about a cancellation/ postponement of the event?
PSA, Website, Email, Radio Anticipated number of attendees: 200-250
- 3.8 Have you held this event in the City of New Smyrna Beach previously? Yes No
 If yes, previous date(s): _____ Location(s): _____
 Have you held this event in another City? Yes No If yes, list location _____
- 3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? Yes No
 NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.
- 3.10 Will the special event involve the use of aircraft? Yes No
 NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than \$1,000,000 per person for bodily injury or death, \$2,000,000 per occurrence of death, and \$500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."
- 3.11 Will the special event involve the use of motorcycles? Yes No

4.0 ENTERTAINMENT:

4.1 Will there be entertainment? Yes No If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

TBD

4.2 Will you be using a sound system? Yes No

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

4.3 Name of Contractor: Various Type of System: Band

4.4 Sound Time: Start: 6:00 a.m./(p.m.) End: 10:00 a.m./(p.m.)

4.5 Will there be carnival games and/or rides? Yes No If yes, please describe the types of games and/or rides: n/a

4.6 Name of Contractor: n/a

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

4.8 Insurance Company: n/a Policy Number: n/a

5.0 SPECIAL EFFECTS:

5.1 Will there be any special effects used? Yes No If yes, complete below.

5.2 Type of effects: Fireworks Laser light show Special effect balloons/hot air devices
 Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passers by. Other

5.3 Effect time: Date: Start: a.m./p.m. End: a.m./p.m.

5.4 Location of Special Effects: _____

5.5 Effects Producer/ Company Name: _____

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company: _____ Policy Number: _____

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

6.0 **PARADES:**

6.1 Will this be considered a parade? Yes No If yes, complete below.

6.2 How many will participate? n/a

6.3 Plan of route attached? Yes No

6.4 Parade Time: Date: Start: a.m./ p.m. End: a.m./ p.m.

6.5 Breakdown: Date: Start: a.m./ p.m. End: a.m./ p.m.

6.6 Rain Date: Date: Start: a.m./ p.m. End: a.m./ p.m.

6.7 Will the parade require any road closures? Yes No

If yes, City Commission approval will be required.

7.0 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? Yes No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? _____

7.3 Type of vending (including number of each): (1 – 49) Vendors = \$150 (50+) Vendors = \$250

Clothing _____ Food/ Beverage _____ Jewelry _____

Other (describe) _____

8.0 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? Yes No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).
10

9.0 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

Yes No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: Outriggers / TBD

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

9.4 The organization hosting the event is: For-Profit Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10.0 **PROMOTION:**

10.1 At what level will the event be promoted? Local Regional National International

10.2 What type of publicity will be used? Newspaper Radio Television Internet
 Direct Mail Billboard Other Banners

10.3 Telephone number to be released for public information: 386-428-2449

11.0 **SIGNS:**

11.1 Will you be using signs at your event? Yes No If yes, complete below.

11.2 How many signs and what dimensions? TBD

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12.0 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? Yes No If yes, complete below.

Stages Tents Scaffolding Booths Fences Barricades Cones
 Other _____

12.2 How many tents exceeding 120 square feet or greater? TBD

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. See attached /TBD

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

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13.0 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? Yes No

13.2 Will there be any road closures? Yes No Road Name: _____
(If a road is requested to be closed, City Commission approval is required.)

-
- 13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.
- 13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? Yes No
- 13.5 Will the event have on-site parking? Yes No
- 13.6 Will the event require off-site parking? Yes No
- 13.7 Will a shuttle be used to transport people to the off-site parking area?
- 13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041
- 13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14.0 **PORT-O-LETS:**

- 14.1 The applicant shall be required to provide adequate facilities to cover the amount of participants.
- 14.2 How many Port-O-Lets will be on-site? 2 Regular, 2 ADA compliant
- 14.3 The location of the Port-O-Lets must be included on the site plan.
RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15.0 **SANITATION:**

- 15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.
- 15.2 Payment arrangements should be made prior to the event through the Public Works Department.
- 15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.
- 15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16.0 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

- 16.1 What are your plans for providing security at the event? Volunteer/staff/board contained
-

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures. There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17.0 CONFIRMATION:

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

Signature: Stephanie Ford
 Printed Name: Stephanie Ford
 Date: 4/22/07 Title of Applicant: Executive Director Affiliation: SEV Chamber of Commerce

Event Contact Information:

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

<u>Contact Name</u>	<u>Contact on-site phone number</u>	<u>Time Period</u>
Robin Markus	386-561-7228	On call
Stephanie Ford	818-322-5653	4pm-10pm
Rachail Allen	352-266-8297	4pm-10pm

THE **BANNER FORM** AND **FACILITY USAGE FORM** ARE ATTACHED FOR YOUR CONVENIENCE. IF YOU NEED TO UTILIZE A FACILITY OR REQUEST BANNER SPACE RESERVATION, IT IS **YOUR RESPONSIBILITY TO TURN THESE FORMS INTO THE PARKS & RECREATION DEPARTMENT** SEPARATELY FROM THIS APPLICATION.

**CITY OF NEW SMYRNA BEACH
FACILITY USE AGREEMENT**
210 SAMS AVENUE, NEW SMYRNA BEACH FL 32168 * PHONE – 386-424-2175 / FAX – 386-424-2177
CALL 386-424-2000 FOR ANY EMERGENCIES AFTER HOURS

1. Name of Applicant: Stephanie Ford Today's Date 2/22/2022
2. Facility Requested: NSB Hangar Room: _____
3. Organization: SEV Chamber of Commerce Non-Profit Tax I.D. – Attach Certificate for Discount
4. Phone: (Day) 386-428-2449 (Evening) 818-322-5653
5. E-mail Address: sford@sevchamber.com Mailing Address 115 Canal Street
6. City/State/Zip: New Smyrna Beach, FL 32168
7. Type of Event: Fundraising Gala Estimated Attendance: 200
8. Are You Charging Admission, Donation or Fees? Yes
9. If Yes, How Much: \$140/person, \$250/couple, Sponsors What For: Gala
10. Will You be Serving Food and/or Beverage Yes Will You Be Serving Alcohol: Yes
11. Date of Event: May 14, 2022 Day of Week: Saturday
12. Hours of Event: 6:00 AM/PM o 10:00 AM/PM o (Include set-up and clean-up time)

SMOKING IS NOT PERMITTED AT THIS FACILITY

<u>FEE SCHEDULE:</u>		<u>APPROVALS:</u>	
Rental Fee: \$ _____ per _____	\$ _____	Parks & Recreation Director _____	
\$ _____ per _____	\$ _____	Police Department _____	
SUBTOTAL	\$ _____	City Manager _____	
Sales Tax at 6.5 %	\$ _____	City Commission: _____	
TOTAL RENT	\$ _____		
Date Rental Paid: _____	Receipt # _____		
Damage Deposit: _____	\$ _____	Driver's License _____	
Booked: _____	Key Given: _____	Key Returned: _____	
Date Damage Deposit Processed for Refund _____			
PLEASE BE ADVISED THAT PARKING FOR CITY FACILITIES IS NOT GUARANTEED			

COMMENTS:

It is understood that the organization will be responsible for the building and/or grounds to be in good condition upon leaving and that all damage will be reported to the Recreation Department immediately. It is also understood that the organization is responsible for payment of all scheduled dates in advance. The Recreation Department must be notified in advance of all cancellations; otherwise, the organization shall be responsible for the rental fee.

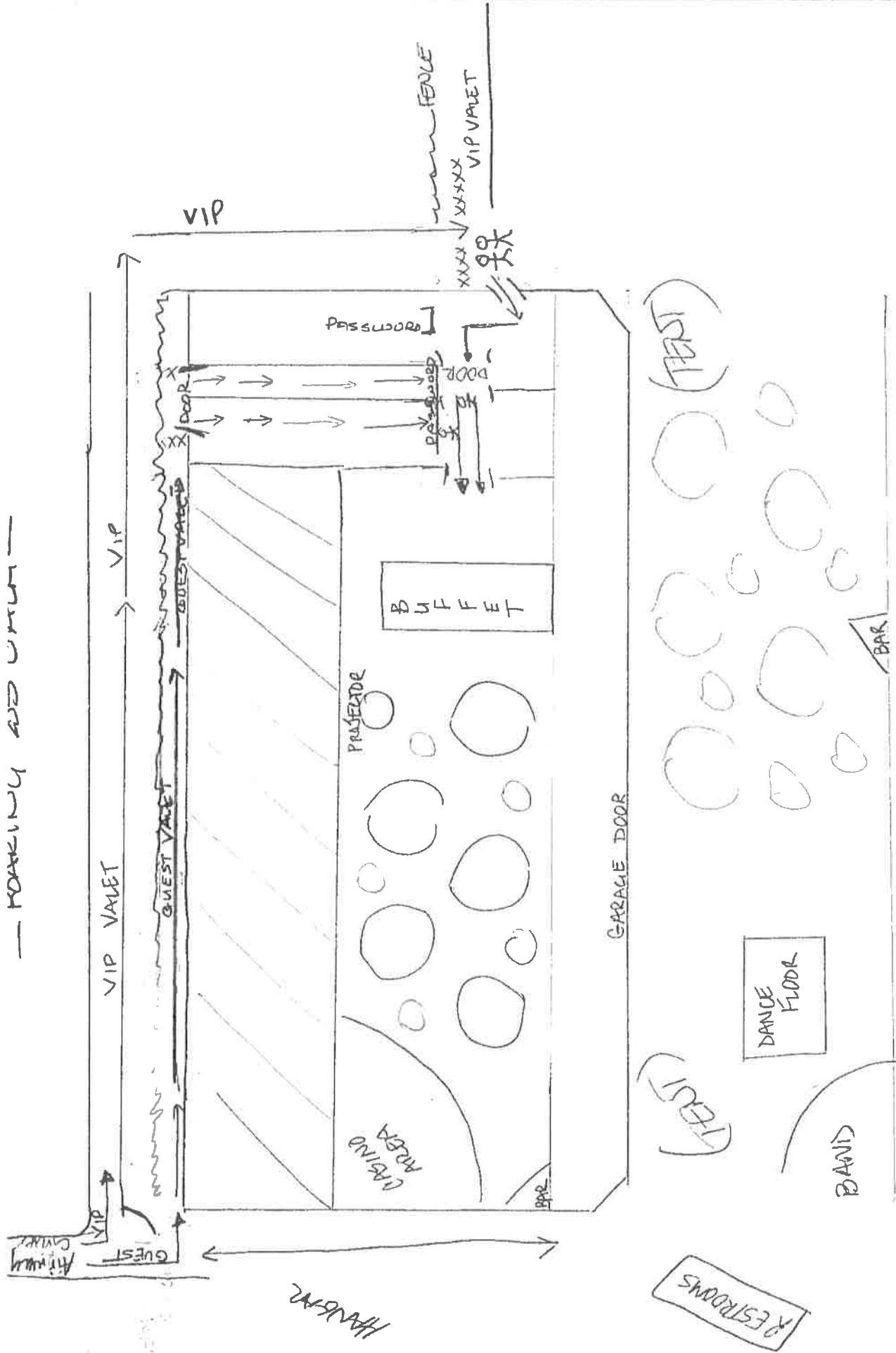
In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the Licensee and Licensee's members, guests, or invitees, and Licensee further agrees to indemnify and save harmless Licensor from all claims or damages in connection with the use of the property by Licensee and Licensee's members, guests, or invitees.

I have read and understand the rules, regulations and refund policy given to me at the time of this contract.

Stephanie Ford
Group/Organization Representative or Individual

2/22/2022
Date

— PARKING AND VALET —



VALET SERVICE



Roaring Twenties Gala Alcohol Safety and Security Plan

Alcohol will be served at our Roaring Twenties Gala in celebration of the 90th Anniversary of the SEV Chamber of Commerce. Signature craft cocktails (gin or rum), beer, wine, and Champagne will be the only alcohol served.

The location of the Gala is at a secure, self-contained Airport Hanger, 1501 Airway Circle, NSB. Guests will be allowed to drink inside the hanger and outside in the designated event area. The venue is contained and will be used by invited guests/vendors only.

The consumption area will be fenced and contained using fencing and stations that will only allow passage at the designated entry/exit points. These entry points will be manned at all times by an adult clearly identified as staff. They will be responsible for not allowing alcoholic beverages to exit the designated consumption areas as shown on the site plan. No open containers will be outside the designated area approved by the city.

The alcohol will be stored inside the venue behind the designated bar areas. Outriggers Tiki Bar and Grille will be serving the alcohol.

The individuals serving alcohol will require an ID from anyone that appears to be younger than 40 years of age. Individuals will be required to show ID each time they are served at the designated bar areas.

Alcohol will be served in a clear plastic cup or in a container that clearly designates it as an alcoholic beverage.

The individuals serving alcohol will not serve to anyone whose normal faculties appear to be affected by the consumption of alcohol or who appear to be causing a disturbance of any type.

Safety/Security plan provided by: Robin Markus and approved by Stephanie Ford.

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

DISCUSSION: F.I.N.D. GRANT NORTH CAUSEWAY BOAT RAMP DOCK AND AMENITY IMPROVEMENTS.

March 22, 2022

Background:

Resolution No. 07-22: FIND Grant regarding the North Causeway Boat Ramp Dock and Amenity Improvements was adopted by the City Commission, as submitted during the City Commission regular meeting held on March 8, 2022. A request was made by Commissioner Kolody to discuss the possibility of amending the grant request to include additional funds to cover shoreline enhancement (AOB Site) and adding additional finger piers on the east side. Florida Inland Navigation District (FIND) Volusia Commissioner Buddy Davenport will outline an informational presentation.

Fiscal Analysis:

N/A

Strategic Plan Item:

Yes

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[2022 FIND presentation Volusia County shorter.pdf](#)



Florida
Inland
Navigation
District



Quick Facts about the Intracoastal Waterway

(Atlantic) Intracoastal Waterway also known as **Marine Highway M-95**

Florida AIWW & IWW (sometimes collectively referred to as the ICW):

- 450 miles in length, (374 miles within FIND 12- County District), from Georgia border to Crossbank in the Florida Keys

Design depth is:

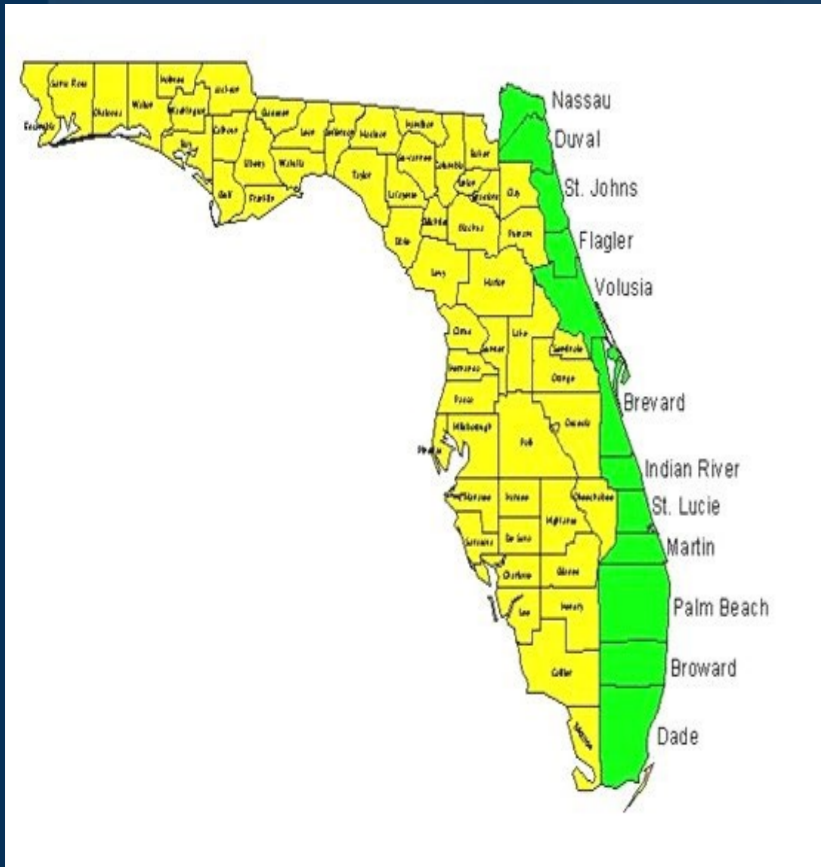
- -12 feet from the state border to Fort Pierce
- -10 feet from Fort Pierce to Miami
- -7 feet from Miami to Crossbank in the Florida Keys
- Approximately 500,000 cubic yards (average) dredged each year. Estimated annual budget of \$12 to \$15 million to maintain at optimum functionality

Okeechobee Waterway (OWW) :

- 97 miles w/n FIND from Crossroads to Palm Beach County line
 - Design depth is -8 feet for Route 1 and -5 feet for Route 2,
 - Issue Lake Okeechobee water levels (12.56 feet)



About the Florida Inland Navigation District



■ Find Member Counties

FIND was created by the Florida Legislature in 1927 to work with the US Army Corps of Engineers and be Florida's local sponsor for the Atlantic Intracoastal Waterway.

12 East Coast Counties

The FIND Board levies a tax on all real property within its boundaries to generate the funds necessary to fulfill the District's responsibilities.



FIND Commissioners



J. Carl Blow
Vice Chair
St. Johns County



Michael O'Steen
Duval County



Frank Gernert
Treasurer
Broward County



Donald Cuozzo
Martin County



T.Spencer Crowley, III
Secretary
Miami-Dade County



Donald Donaldson
Chair
St. Lucie County



Randy Stapleford
Flagler County



Charles C. Isiminger
Palm Beach County



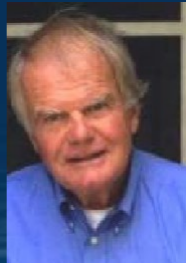
Jerry H. Sansom
Brevard County



Buddy Davenport
Volusia County

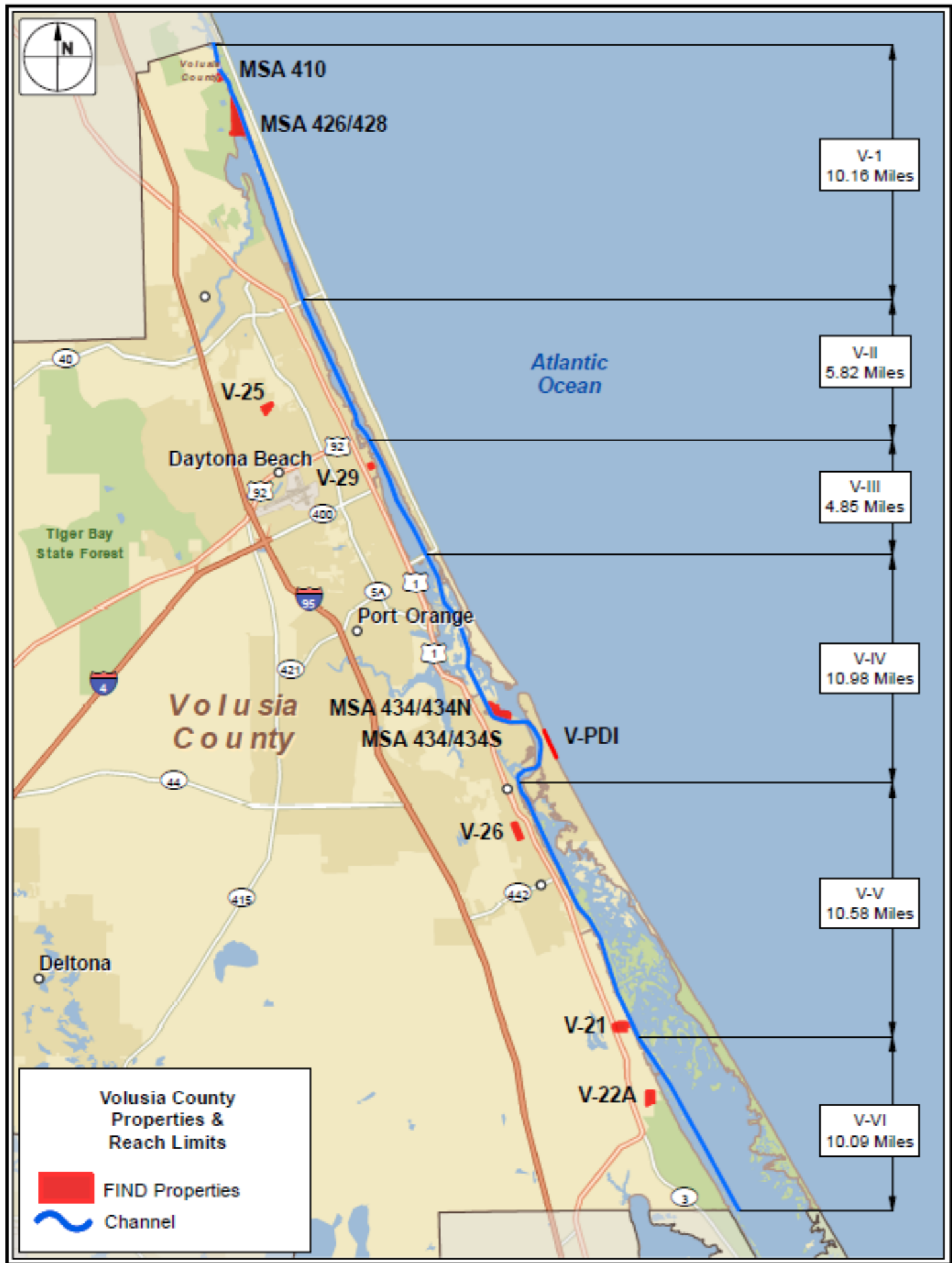


Steve Boehning
Indian River County



Lynn Williams
Nassau County





Typical Dredged Material Management Plan (ex. Volusia County)

Dredged Material Management Area (DMMA)



FIND Assistance Programs



Waterway Assistance Program (WAP)

- Partner with local governments to improve waterway access

Cooperative Assistance Programs (CAP)

- Eligible federal and state agencies
 - 50/50% funding assistance for waterway access projects.
 - Approximately \$14-\$17 million dollars available annually
 - Resulting s in \$28-\$40 million in annual infrastructure improvements



Derelict Vessel Removal Grants



Derelict vessels in our waterways can cause navigation safety and environmental problems.

The District provides assistance funding up to \$75,000 per county per year to assist other governments with derelict vessel removal projects.



Spoil Island Restoration and Enhancement Grants

Spoil islands were created by FIND from dredged material.

Grant offers \$7,500 per project, requires 10% match

One of the best examples in the District is Peanut Island in Palm Beach County. Wildlife habitat and recreational uses surround the dredged material management areas.



Waterway Clean-Up Program



FIND partners with Volusia County to fund its annual waterway cleanups



FIND sponsors up to \$10,000 annually the waterway clean-ups in each of the 12 counties



RECENTLY COMPLETED PROJECTS:

- Construction of DMMA O-7, Martin County and DMMA M-8, St. Lucie County
- Dredging of Crossroads and Jupiter Inlet areas of IWW
- Maintenance Dredging of OWW, Martin County

CURRENT PROJECTS:

- Construction of DMMA O-23, Martin County
- Shoreline stabilization of DMMAs DU-2 and SJ-1
- Construction of Brevard County DMMAs BV-11, BV-4B and BV24-A
- Maintenance Dredging Palm Valley North, St Johns County



Volusia Waterway Economic Study (2018)

- **2,400 waterway-related jobs** in the county.
- Accompanied by waterway-related tourism, boating and marine-related businesses, the annual waterway-related economic value of the waterway and its related activities **generates almost \$428 M in annual revenue for the county.**
- This economic impact is accompanied by property taxes that are additional valued from proximity to the waterway **generating almost \$24 million in added tax revenue annually.**
- There are about 22,800 registered boats in Volusia County.



Contact Us

Info@AICW.org

Florida Inland Navigation District
1314 Marcinski Road
Jupiter FL 33477

(561) 627-3386

www.aicw.org

Mark Crosley, Executive Director
Janet Zimmerman, Assistant Executive Director
Glenn Scambler, CPA, Finance Director
Carly Cahur, Staff Assistant
Ian Eyeington, Project Manager



THE CITY OF NEW SMYRNA BEACH - CODE ENFORCEMENT

CONSIDER A REQUEST FOR CODE ENFORCEMENT LIEN AMNESTY FOR 2995 HARDY AVE, NEW SMYRNA BEACH, FLORIDA.

March 22, 2022

Background:

2995 Hardy Ave, David Linsen, is requesting lien amnesty.

The property was found in violation of City Code Sec. 26-171 Building Permit, 26-914 Property Maintenance (9) Trash and debris and Land Development Regulation Sec. 802.06 Recreational equipment on November 14, 2018. On January 23, 2019 a fine was imposed for \$100 per day from November 15, 2018 until compliance is achieved. The property was found in compliance on February 15, 2022 and the property owner, Brian Mastrianna, was notified the total due to the City is \$118,880.

The property was sold to David J Linsen on February 9, 2022.

Fiscal Analysis:

None

Strategic Plan Item:

No

Staff Report Created By: Cindy Langdon

Attachments:

[2995 HARDY LIEN AMNESTY CC agenda.pdf](#)

THE CITY OF NEW SMYRNA BEACH - BUILDING DEPARTMENT

CONSIDER A REQUEST FOR CODE ENFORCEMENT
LIEN AMNESTY FOR PROPERTY LOCATED AT
2995 HARDY AVENUE

February 22, 2022

Nick Schulz, Del Mar Construction, submitted a lien amnesty request on behalf of David Linsen, new property owner, of 2995 Hardy Avenue, New Smyrna Beach, for City Commission to consider leniency for the lien filed by the City against the previous property owner Brian Mastrianna. The unpaid City Lien totals \$118,880.00.

Background

Code Enforcement received a complaint on October 9, 2018 regarding the property located at 2995 Hardy Avenue, owned by Brian Mastrianna, stating the front yard is in disarray with debris all over the place due to a kitchen renovation that is taking place, trash and debris all over the side yard, and people living in a camper.

On October 16, 2018 Lee Wilk, Code Enforcement Officer, conducted an inspection and found the property in violation of City Codes Sec. 26-171. Permits, Sec. 26-914. (9) Trash and debris and Land Development Regulations Sec. 802.06 Living, sleeping or using recreational equipment for housekeeping purposes. Notice of violation was mailed certified mail and a compliance date of October 30, 2018 was given and a hearing date of November 14, 2018. The certified mail was accepted on October 19, 2018.

At the hearing on November 14, 2018 the Special Magistrate found the property remained in violation and imposed a fine of \$100 per day commencing on November 15, 2018. On February 9, 2022 David J. Linsen purchased the property and Del Mar Construction applied for a permit was applied for on February 15, 2022 to complete the construction that was started without a permit by the previous owner. The permit was issued on February 24, 2022.

The property was brought into compliance on February 15, 2022. Fine is calculated as November 15, 2018 to February 15, 2022: 1,188 days at \$100 per day = \$118,880.00.

Just/Market Value on the property appraiser website is \$309,471.00.

Recommendation:

Staff recommends reducing the fine to \$10,000.00 to be paid in ten (10) working days.

Staff Report Created By: Barbara Bobelak

CITY OF NEW SMYRNA BEACH
CODE ENFORCEMENT
2650 N DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168
TELEPHONE: 386-410-2870

PROPERTY OWNER INFORMATION

Owner's Name David Linsen Contact Phone _____
Owner's Mailing Address 838 Carleton Rd
City Westfield State NJ Zip 07090
E-mail dlinsen2@gmail.com

Lien Information:

Property Subject to Code Enforcement Case where lien is attached:

2995 Hardy Ave New Smyrna Beach, Fl 32168 633601007570
Property Address Parcel Identification Number

Code Enforcement Case No. _____, recorded in Official Records Book _____,
Page _____, in the Public Records of Volusia County, Florida.


If more than one Case No., list separately and attach to this application.

Are all code violations on the subject property corrected and all properties in compliance with the City of New Smyrna Beach codes and ordinances? Yes No

Is the property in foreclosure? Yes No

I understand and agree that if this application is accepted and approved by the City that I will pay the total sum of the approved lien reduction amount. I understand and agree that payment in full shall be received or postmarked by the 90th day from the date of approval by the City.

Should I fail to make payment in full by the 90th day, I understand that the approved lien reduction will be null and void and that I will be liable for the full amount due and owing for the lien(s) as if no reduction had ever been approved. Any monies I may have paid toward the lien reduction will be applied to the original lien amount due and owing.

Signature  Date 02/16/2022
Printed Name Nick Schultz For David Linsen

The Code Enforcement/Building Department will notify you in writing if you have been approved for the lien reduction and the terms of payment.



Del Mar Company Inc.

540 Wayne Ave
New Smyrna Beach, FL 32169
(386)428-0943

01/2010
Suntrust
705 East 3rd Avenue
New Smyrna Beach, FL 32169

63-215/631
961000104

548

2/16/27

PAY TO THE
ORDER OF

CITY OF NBB

\$ 100.⁰⁰

ONE HUNDRED & 00/100

DOLLARS

MEMO

Lian Anniston APP. FEE



VOID after 90 days
AUTHORIZED SIGNATURE

883611

Account information removed from image



Prepared by
Tracey Portigo, an employee of
First American Title Insurance Company
710 E. Third Avenue, Suites 1 & 2
New Smyrna Beach, Florida 32169
(386)423-3535

Return to: Grantee

File No.: 2018-2727611

WARRANTY DEED

X THIS INDENTURE, executed on **February 9, 2022**, between

Brian Mastrianna, a single man

whose mailing address is: P.O. Box 352, Chinook, WA 98614,
hereinafter called the "grantor", and

David J. Linsen

whose mailing address is: 838 Carleton Road, Westfield, NJ 07090,
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: The grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Volusia** County, **FL**, to-wit:

Lot (s) 758 and 759, TURNBULL SHORES, according to the map or plat thereof, as recorded in Map Book 10, Page 125 through 127, inclusive, of the Public Records of Volusia County, Florida.

Parcel Identification Number: **633601007570**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2021.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

X [Signature]
Brian Mastrianna

Signed, sealed and delivered in our presence:

#1 X [Signature]
Witness Signature
X Scott Ballarre
Print Name

#2 X Sydney Angela Van Dusen
Witness Signature
X Sydney Angela Van Dusen
Print Name

X State of Oregon
County of Clatsop

The Foregoing Instrument Was Acknowledged before me by means of physical presence or online notarization, on 2/9/2022, by Brian Mastrianna, a single man.

X Sydney Angela Van Dusen
Notary Public

X Sydney Angela Van Dusen
(Printed Name)

My Commission expires: 11/15/2024

Personally Known OR Produced Identification
Type of Identification Produced a valid driver's license

X
{Notarial Seal}





Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 6116121

Parcel ID: 633601007570

MASTRIANNA BRIAN

2995 HARDY AVE, NEW SMYRNA BEACH, FL

Parcel Summary

Alternate Key:	6116121
Parcel ID:	633601007570
Township-Range-Section:	16 - 33 - 36
Subdivision-Block-Lot:	01 - 00 - 7570
Owner(s):	MASTRIANNA BRIAN - FS - Fee Simple - 100
Mailing Address On File:	2995 HARDY AVE NEW SMYRNA BEACH FL 32168
Physical Address:	2995 HARDY AVE, NEW SMYRNA BEACH 32168
Property Use:	0100 - SINGLE FAMILY
Tax District:	601-NEW SMYRNA BEACH
2020 Certified Millage Rate:	17.7478
Neighborhood:	4604
Business Name:	
Subdivision Name:	TURNBULL SHORES LOTS 1-99
Homestead Property:	Yes

AltKey: 6116121
MASTRIANNA BRIAN

Parcel ID: 633601007570
2995 HARDY AVE, NEW SMYRNA BEACH, FL

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
7439 / 4652	2017166291	08/16/2017	WD-WARRANTY DEED	QUALIFIED	Improved	\$257,500
6746 / 4584	2012145622	07/31/2012	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$100
6390 / 2286	2009159278	07/31/2009	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
2944 / 0939		11/15/1986	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$100

AltKey: 6116121

Parcel ID: 633601007570

MASTRIANNA BRIAN

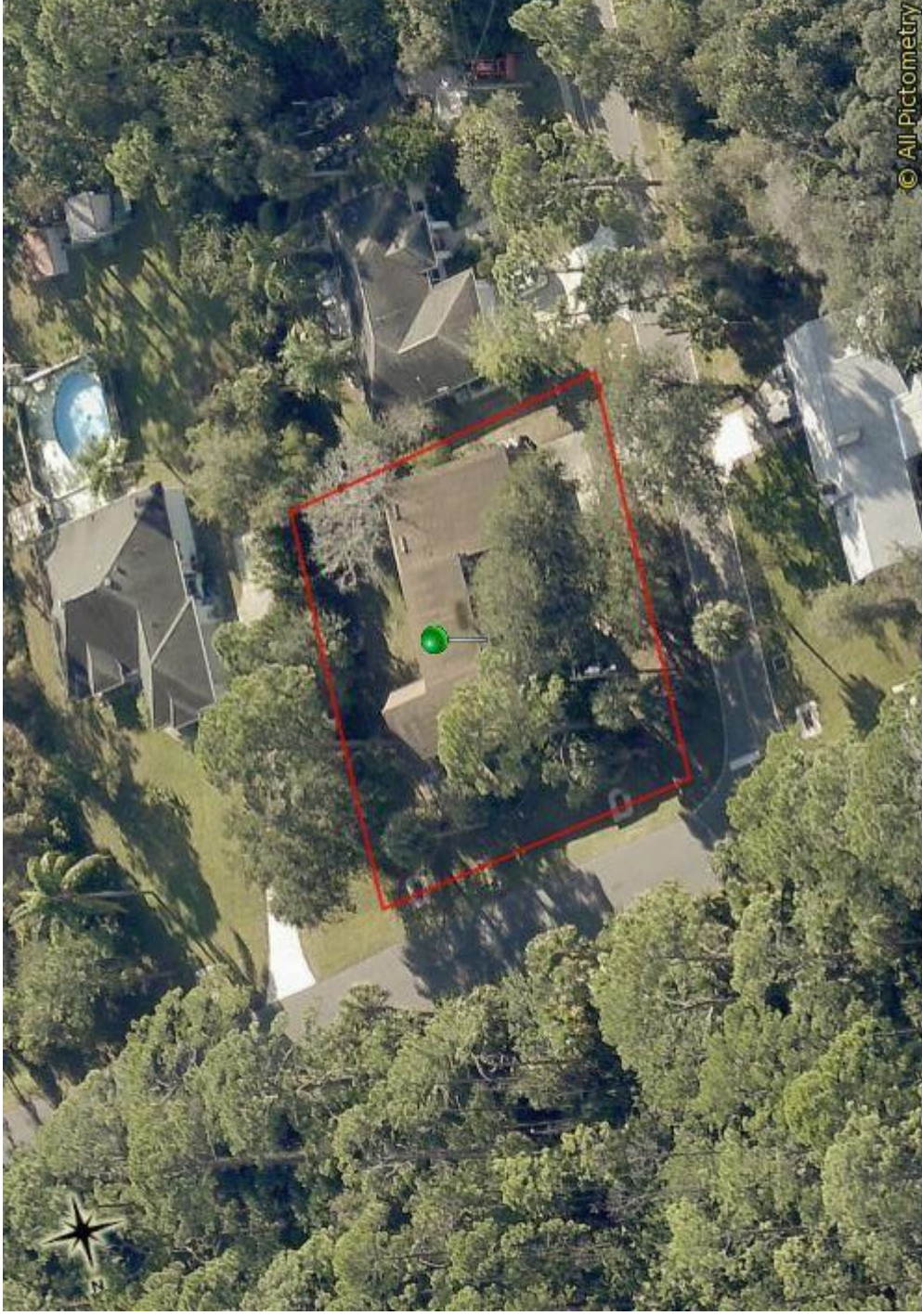
2995 HARDY AVE, NEW SMYRNA BEACH, FL

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

LOTS 758 & 759 TURNBULL SHORES MB 10PGS 125-127 INC PER OR 2944 PG 0939
PER OR 6390 PG 2286 PER OR 6746 PG 4584 PER OR 7439 PGS 4652-4653

2995 Hardy Avenue, New Smyrna Beach, FL





City of New Smyrna Beach

February 16, 2022
Brian Mastrianna
2995 Hardy Avenue
New Smyrna Beach, FL 32168

Dear Mr. Mastrianna:

This letter is intended to notify you that a lien was placed on the property located at 2995 Hardy Avenue based on a fine imposed in 2018.

The property was first inspected by a Code Enforcement Officer and was found to be in violation of the City of New Smyrna Beach Code of Ordinances. You were served with a notice of an order imposing fine on October 24, 2018, and have failed to comply with that order. The case CESM2019-17236 was heard on January 23, 2019, and the Special Magistrate imposed a fine of \$100 per day commencing November 15, 2018 until compliance was achieved. **It is the respondent(s) burden to request a re-inspection to determine whether compliance is achieved after the date of the order.**

The property was brought into compliance on February 15, 2022, therefore the fine is calculated as such:

November 15, 2018 to February 15, 2022: 1,188 days at \$100 per day = \$118,880.00

If this fine is not paid within 30 days, it will begin accruing interest at the rate of 8% per annum until paid.

Having an unpaid code enforcement lien can result in difficulties selling or refinancing the affected property or otherwise conveying clear title until fully paid. Please pay the above amounts promptly to avoid such difficulties. Our mailing address is:

**City of New Smyrna Beach
Accounts Payable
210 Sams Avenue
New Smyrna Beach, FL 32168**

Sincerely,

A handwritten signature in blue ink that reads "N. Eckroth".

Natalia Eckroth, Director, Finance Department

**SPECIAL MAGISTRATE
THE CITY OF NEW SMYRNA BEACH**

City of New Smyrna Beach,
Florida, a municipal corporation,
Petitioner,

CASE NO.:CESM2018-17236

VS.

BRIAN MASTRIANNA,
Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This case was heard on **November 14, 2018**, before the Special Magistrate at a public hearing, after due notice to Respondent(s). The Special Magistrate, having heard testimony, and being otherwise duly advised in the premises, makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The property which is the subject of this code enforcement action is located at **2995 HARDY AVE NEW SMYRNA BEACH FL 32168**.
2. The property was first inspected by a Code Enforcement Officer on **October 16, 2018**. At the time of inspection the Code Enforcement Officer found the property to be in violation of the City of New Smyrna Beach Code of Ordinances.
3. The Respondent(s) was/were served a Notice of Violation on **October 16, 2018** identifying the specific violation(s). The violation(s) was/were to be corrected by **October 30, 2018**. The Code Enforcement Officer re-inspected the property on **October 31, 2018** and determined that the violation(s) was/were not corrected.
4. Based on the evidence presented at the hearing, it is determined that the following violation(s) exist on the property:

City Code of Ordinances

Sec. 26-171 Building permit
Sec. 26-914 Property maintenance required
(9) Trash & Debris

Land Development Regulations

Sec. 802.06 Recreational equipment

IT IS THEREUPON ORDERED that:

- A. Respondent(s) shall bring the property into compliance with the code provisions cited above by **1:00 PM on Nov. 15, 2018**, and shall notify the Code Inspector and request a re-inspection to determine compliance. If the Special Magistrate finds that the violation(s) was/were not corrected by the date set forth above, **a fine of \$ 100 shall be imposed.**
per day
- B. **NEXT HEARING DATE:** This case shall be reviewed by the Special Magistrate at a public hearing on **January 23, 2018, at 9:00 a.m.**, in the City Commission Chambers, City Hall, and 210 Sams Avenue, New Smyrna Beach, FL. At that time, if the Special Magistrate finds that the violation(s) was/were not corrected by the date set forth above, a fine of up to \$250 per day may be imposed for each day the violation(s) exist.

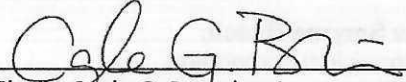
Page 1 of 2

DONE AND ORDERED on November 14, 2018.



Katie Reischmann
Special Magistrate

ATTEST:



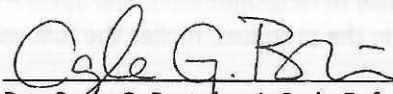
Clerk: Cayla G. Bartolucci
Code Enforcement

CERTIFICATE OF SERVICE: I hereby certify that the foregoing Order was served on the above-named Respondent(s) at **2995 HARDY AVE NEW SMYRNA BEACH FL 32168** on **November 14, 2018** by:

Certified Mail, Return Receipt Requested, Receipt #:

Post

Hand Delivery



By: Cayla G. Bartolucci, Code Enforcement Clerk
Service Date : 11/14/2018

**SPECIAL MAGISTRATE
THE CITY OF NEW SMYRNA BEACH**

**City of New Smyrna Beach,
Florida, a municipal corporation,
Petitioner,**

CASE NO.:CESM2019-17236

VS.

**Brian Mastrianna,
Respondent(s)**

ORDER IMPOSING FINE

This case was heard on **January 23, 2019**, after due notice to Respondent.

The City of New Smyrna Beach Special Magistrate hereby finds that Respondent(s) was/were duly served with notice of the Order dated **October 24, 2018**, and has/have failed to comply with the Order. The Special Magistrate hereby imposes a fine to be paid by Respondent(s) in the amount of:

\$100 per day commencing November 15, 2018, until compliance is achieved. **IT IS THE RESPONDENT(S) BURDEN TO REQUEST A RE-INSPECTION TO DETERMINE WHETHER COMPLIANCE IS ACHIEVED AFTER THE DATE OF THIS ORDER.**

A certified copy of this Order may be recorded in the Public Records of Volusia County, Florida. Upon recording, the fine shall accrue and constitute a lien against the following property:

Address of property: 2995 HARDY AVE NEW SMYRNA BEACH FL 32168
Legal description of property: LOTS 758 & 759 TURNBULL SHORES MB 10PGS 125-127 INC PER OR 2944 PG 0939 PER OR 6390 PG 2286 PER OR 6746 PG 4584 PER OR 7439 PGS [REDACTED]
Parcel Number: 6336-01-00-7570

and any other real or personal property owned by Respondent(s) in accordance with Section 162.09, Florida Statutes.

This Order may be appealed to the Circuit Court within 30 days of its execution.

DONE AND ORDERED on January 23, 2019.



Catherine Reischmann
Special Magistrate

ATTEST:

Code Enforcement Clerk

CERTIFICATE OF SERVICE: I hereby certify that the foregoing Order was served on the above-named Respondent(s) at **2995 HARDY AVE NEW SMYRNA BEACH FL 32168** on **January 30, 2019** by:

Certified Mail, Return Receipt Requested, Receipt #: 91 7199 9991 7037 9586 5242
 Post
 Hand Delivery


By: Code Enforcement Clerk
Service Date : 01/30/2019



City of New Smyrna Beach, Code Enforcement

(386) 410-2871/ (386) 410-2872

Animal Control (386) 410-2873

Email: code@cityofnsb.com

246 Industrial Park Ave., New Smyrna Beach, FL 32168

NOTICE OF VIOLATION

A violation of the New Smyrna Beach City Code exists at the following property:

Case Number: CESM 2018-17236

Date: 11/16/18

Address: 2725 Woody Ave

Owner/Agent/Tenant: BOJAN MASTRIANNA

Parcel ID#: 633601007570

Owner Address: 2725 Woody Ave

New Smyrna Beach, FL 32168

REASON FOR VISIT:

- [] Sec. 26-171. Building Permit
[] Sec. 26-902. Registration of Vacant Real Properties
[] Sec. 26-914. (1) Structural Elements
[] Sec. 26-914. (2) Exterior Surfaces
[] Sec. 26-914. (3) Protections of exterior surfaces
[] Sec. 26-914. (4) Windows & doors
[] Sec. 26-914. (5) Exterior Attachments
[] Sec. 26-914. (6) Accessory improvements.
[] Sec. 26-914. (8) Landscaping
[] Sec. 26-914. (9) Trash & Debris
[] Sec. 26-914. (10) Graffiti
[] Sec. 26-914. (11) Swimming pools
[] Sec. 26-914. (13) Outdoor Storage
[] Sec. 38-72. Noise, Unnecessary/Excessive
[] Sec. 66-32. Placement of Containers
[] Sec. 70-38. Obstruction and Encroachment
[] Sec. 74-146. Local Business Tax
[] LDR Sec. 504.01 General Zoning Regulations
[] LDR Sec. 504.02 Regulation by Zoning District
[] LDR Sec. 604.12. Signs/Banners
[] LDR Sec. 605.051 Tree Removal
[] LDR Sec. 801.01 (E) Canopies, Gazebos, Elevated Tarps
[] LDR Sec. 802.02 Unlicensed Vehicle(s)/Trailers
[] LDR Sec. 802.03 Commercial Vehicle(s)
[] LDR Sec. 802.04 Recreational Equipment
[X] LDR Sec. 802.06 Recreational Equipment
[] IPMC 302.8 Motor Vehicles
[] IPMC 304.3 Premises Identification: Numbers must be on front of structure, visible from street, 4 inches in height, contrasting color.

CORRECTIVE ACTION:

- Obtain: permit for construction
Repair:
Repair:
Repair:
Repair:
Repair/Replace:
Maintain:
Remove: All trash & debris
Remove:
Maintain:
Maintain/Remove:
Waste Containers (trash & recycle) must be stored out of public view.
Remove:
Obtain:
Maintain/Remove:
Obtain Permit:
Vehicles must have current license or be stored in enclosed structure.
Remove:
Remove:
No living, sleeping, or housekeeping in recreational vehicles.
Vehicles must be operable or stored in enclosed structure.

Additional Information:

You will have until 11/30/2018 to correct the violation(s).

Your cooperation in having the conditions described above corrected within the stated time listed above is required in order to avoid further action by the City. In the event you do not comply with the requirements of this notice, the City will pursue any and all of the following actions:
-The City may cause the necessary work to be accomplished with cost and expense of the work becoming a charge and lien against the property, and/or:
-Present the matter to the Code Enforcement Board or Code Enforcement Special Magistrate. The Board and Magistrate are empowered to impose fines at the rate of up to \$250.00 for each day that any violations continue to exist beyond the date established for compliance. Fines become liens upon real property of the violator.

YOU ARE HEREBY notified that a first hearing will be held on the 11 day of November, at 9:00 a.m./p.m. at City Hall, 210 Sams Avenue, City Commission Chambers, New Smyrna Beach, FL 32168, for the purpose of determining whether you are in violation of the New Smyrna Beach City Code.

NOTICE TO PERSONS WITH DISABILITIES

In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 210 Sams Avenue, New Smyrna Beach, Telephone (386) 410-2630, not later than seven days prior to the proceeding.

RECORD IS REQUIRED TO APPEAL

In the event you decide to appeal any decision made by the Board, with respect to any matter considered at the hearing, you will need a record of the proceedings, and for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. §286.0105, Fla. Stat.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for the correction by the code inspector, the case may be presented to the Code Enforcement Board or Special Magistrate even if the violation has been corrected prior to the hearing.

Signature: [Signature] Title: Code Enforcement Officer Date: 11/16/2018

Served: [] Post [] Hand Delivered [] First Class [] Certified

91 7199 9991 7038 4086 9508

White - Certified Mail

Yellow - City Hall

Pink - Post

Gold - Office



October 26, 2018

Dear Leon Wilk:


The following is in response to your request for proof of delivery on your item with the tracking number:
9171 9999 9170 3840 8695 08.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	October 19, 2018, 2:34 pm
Location:	NEW SMYRNA BEACH, FL 32168
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Shipment Details

Recipient Signature

Signature of Recipient:	
Address of Recipient:	2595 Hardy Ave

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

802.06. No major recreational equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

11-21- 1500 Drive by waived
Down - Barb with me spoke
to Mr + Mrs SAID they were
in compliance told me to clear
up - storage unit on side of house
not correct, showed us Taxider
not hooked up but now noticed
not registered, he said about
to be sold so would be gone
he said my took out cabinet
kitchen a bad^{ly} ~~bad~~ floor toilet
leak, I said can we look since
we are all here he said "No"
I advised to contact city for
permit info

- (9) *Trash and debris.* The property shall be kept free of trash and debris. Trash and debris shall be removed from the property within seven days of placement on the property

Sec. 26-171. - Permits.

- (a) *Required.* A building permit shall be procured from the building inspector by every contractor or any other person responsible for the performance of any work except painting before doing such work or construction of any character, whether permanent or temporary, where the cost exceeds \$1,000.00 or an inspection is required; however, a building permit shall be required for any structure classified as a fence regardless of cost.

THE CITY OF NEW SMYRNA BEACH - CODE ENFORCEMENT

CONSIDER A REQUEST FOR PARTIAL RELEASE OF CODE ENFORCEMENT LIEN ATTACHED TO PROPERTY LOCATED AT 299 WASHINGTON PLACE, ORMOND BEACH, FLORIDA.

March 22, 2022

Background:

Property owner is asking for partial release of lien on property in Ormond Beach. This will not affect the lien on the New Smyrna Beach property.

The lien is attached to property owned by Tarpon IV LLC located at 545 Charlovix St. New Smyrna Beach.

Fiscal Analysis:

None

Strategic Plan Item:

No

Staff Report Created By: Cindy Langdon

Attachments:

[Partial release of lien for Tarpon IV LLC Ormond Beach property.pdf](#)

THE CITY OF NEW SMYRNA BEACH – BUILDING DEPARTMENT

CONSIDER A REQUEST FOR CODE ENFORCEMENT
PARTIAL SATISFACTION OF LIEN FOR PROPERTY LOCATED
AT 299 WASHINGTON PLACE, ORMOND BEACH, FL

February 18, 2022

Background

Rachel Hutcherson, is requesting to appear before the City Commission to discuss a partial satisfaction of lien filed against the previous owner Tarpon IV, LLC.

The applicant purchased a vacant lot located at 299 Washington Place, Ormond Beach, FL. at a tax deed sale for \$3,700.00 in October 2017. Volusia County Property Appraiser has the land valued at \$9,750.00. Ms. Hutcherson is selling the property for \$11,500.00.

The City of New Smyrna Beach has a lien on property located at 545 Charlovix Street, owned by Tarpon IV, LLC, this lien is attached to Mrs. Hutcherson's property in Ormond Beach. The City's Lien attached to this property totals \$20,950.00.

The applicant is requesting a release of a lien that is attached to the property located at 299 Washington Place, Ormond Beach, FL. When a lien is placed on one property located in a county it attaches to any and all properties owned by the same entity. Therefore, when a lien was placed on 545 Charlovix Street in New Smyrna Beach, which was previously owned by Tarpon IV, LLC, that lien attached to any and all properties owned by Tarpon IV, LLC with in Volusia County. The lien that attached to the property located in Ormond Beach is for code enforcement violations on the property located at 545 Charlovix Street in the City of New Smyrna Beach. The release of the lien would not affect the lien on the property located in the City of New Smyrna Beach, and would only serve as a partial lien release on the property located at 545 Charlovix Street.

Recommendation

Staff recommends approving the partial release of the lien from 299 Washington Place, Ormond Beach, FL. for a fee amount of \$1,000.00 to cover costs incurred by the City and give ten (10) business days to pay. The liens on the property located in the City of New Smyrna Beach will remain on the property until paid in full.

Staff Report Created By: Barbara Bobelak

CITY OF NEW SMYRNA BEACH
CODE ENFORCEMENT
2650 N DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168
TELEPHONE: 386-410-2870

PROPERTY OWNER INFORMATION

Owner's Name Rachel Hutcherson Contact Phone (386) 631-2289
Owner's Mailing Address 26 Alamanda Drive
City Ormond Beach State FL Zip 32176
E-mail RachelHutcherson@live.com

Lien Information:

Property Subject to Code Enforcement Case where lien is attached:

299 Washington Place, Ormond Beach, 32174 424109000860
Property Address Parcel Identification Number

Code Enforcement Case No. C2011-0027, recorded in Official Records Book 6581,
Page 1982, in the Public Records of Volusia County, Florida.


If more than one Case No., list separately and attach to this application.

Are all code violations on the subject property corrected and all properties in compliance with the City of
New Smyrna Beach codes and ordinances? Yes No

Is the property in foreclosure? Yes No

I understand and agree that if this application is accepted and approved by the City that I will pay the total
sum of the approved lien reduction amount. I understand and agree that payment in full shall be received
or postmarked by the 90th day from the date of approval by the City.

**Should I fail to make payment in full by the 90th day, I understand that the approved lien reduction
will be null and void and that I will be liable for the full amount due and owing for the lien(s) as if
no reduction had ever been approved. Any monies I may have paid toward the lien reduction will
be applied to the original lien amount due and owing.**

Signature  Date 1/12/2022
Printed Name Rachel Hutcherson

The Code Enforcement/Building Department will notify you in writing if you have been approved for the lien
reduction and the terms of payment.

**CITY OF NEW SMYRNA BEACH
CODE ENFORCEMENT
2650 N DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168
TELEPHONE: 386-410-2870**

CODE ENFORCEMENT LIEN AMNESTY APPLICATION

INSTRUCTIONS: Applications for the Code Enforcement Lien Amnesty will be accepted by the Code Enforcement Division. Applications are available in Code Enforcement or online at www.cityofnsb.com. Please fill out this form completely and return it with the required \$100 non-refundable application fee either by mail or in person to: City of New Smyrna Beach, Code Enforcement Department, 2650 N Dixie Freeway, New Smyrna Beach, FL 32128. For more information, contact Code Enforcement at 386-410-2870.

The property that is the subject of the lien shall comply at the time of application with all City of New Smyrna Beach Code of Ordinances, including but not limited to the International Property Maintenance Code, Florida Building Code and Fire Codes; and

The Applicant shall be the current property owner(s) of the subject property; and

The Applicant shall not have been the owner(s) at the time of any previous code violation that resulted in the outstanding lien(s) of record; and

The Applicant who owns multiple properties within the City of New Smyrna Beach with code enforcement liens shall make separate applications for each property with each application being subject to the application fee; and

Residential and commercial properties shall be eligible to participate in the program; and

The property owner shall complete the application form. Applications shall be available at Code Enforcement, 2650 N Dixie Freeway, New Smyrna Beach, Florida 32168, and online at www.cityofnsb.com. Completed application and the application fee may be returned via mail or in person to the Code Enforcement Department.

In addition to the application, a property owner who applies for a Code Enforcement Lien Amnesty shall remit a nonrefundable application fee in the amount of One Hundred Dollars and no/100 (\$100.00) for each application submitted.

If the City Commission approves a lien reduction, the Applicant must pay any reduced lien within 90 days of approval. Failure to make payment in full within 90 days of approval shall result in revocation of the approved lien reduction(s) and owner shall be liable for the full amount of the lien(s) as if no reduction had ever been approved.

City is not responsible for applications not received via US Postal Service.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Finance OTC
210 Sams Ave
New Smyrna Beach FL, 32618
(386) 410-2650
SALE

01/12/2022	4:18 PM
Merchant ID:	7447001
Batch Number:	790767302
Account Type:	Discover Credit
Account Number:	6****3136
Entry Method:	KEYED
Transaction ID:	15033857502
Base Amount:	100.00
Total Amount:	100.00

Cardholder agrees to pay Issuer total in accordance with
Issuer's agreement with the Cardholder

Auth Code: 01232R

Thank you for your business!
***** MERCHANT COPY *****



Transaction Identification Data for reference only:

Smart Title Services, LLC
164 West Granada Blvd
Ormond Beach, FL 32174
File Number: 2110931
ALTA Universal ID: 1177775
Secure Insight ID: 668431
Loan Number:
Property Address: 299 Washington Place, Ormond Beach, FL 32174
Revision Number: 1

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: November 8, 2021 11:00PM
2. Policy or Policies to be issued:
 - a) Owners Policy Amount: \$11,500.00
Proposed Insured: Hernan A. De Jesus Vazquez
3. The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Rachel Hutcherson
5. The Land is described as follows:

Lot 86, Sweetser Subdivision Ormond a/k/a Henry Younge Grant, according to the map or plat thereof, as recorded in Map Book 5, Page 84, of the Public Records of Volusia County, Florida.

Authorized Signatory:

A handwritten signature in blue ink, appearing to read "K Cecil", is written over a faint circular stamp.

Kristine M. Cecil

Smart Title Services, LLC

This page is only a part of a 2016 ALTA Commitment for Title Insurance. Issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B, Part I

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

A. Warranty Deed from Rachel Hutcherson to Hernan A. De Jesus Vazquez.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Proof of payment of any outstanding assessments in favor of Volusia County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Volusia County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Record in the Public Records a release or satisfaction of the Code Enforcement Lien, in favor of City of Ormond Beach, recorded in Official Records Book 3121, Page 1556 and Official Records Book 5993, Page 3881, as filed on the subject property.

8. Record in the Public Records a release or satisfaction of the Code Enforcement Lien, in favor of City of New Smyrna Beach, recorded in Official Records Book 6581, Page 1982, as filed against Tarpon IV, LLC (the vested or prior owner), and pertaining to other property (not the subject property) owned by Rachel Hutcherson.

9. The Company shall be provided an affidavit from the tax deed grantee or someone with personal knowledge, to be recorded in the Public Records establishing that neither the prior owner nor anyone claiming under the prior owner were in actual possession of the property at the time the tax deed was issued and one year or more following the issuance of the tax deed.

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Fidelity National Title Insurance Company

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

10. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

NOTE: 2021 Real Property Taxes in the gross amount of \$171.57 are Paid, under Tax I.D. No. 424109000860.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 7454, Page 1784

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SCHEDULE B, PART II
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

A. Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the

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Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Sweetser Subdivision Ormond a/k/a Henry Younge Grant, recorded in Map Book 5, Page 84, of the Public Records of Volusia County, Florida.

7. Oil, Gas and Mineral Reservations contained in Deed Book 294, page 10, of the Public Records of Volusia County, Florida. The right of entry for mining and exploration in said reservations has been released by Section 270.11 F.S.

NOTE: All recording references in this form shall refer to the public records of Volusia County, Florida, unless otherwise noted.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
 - (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I – Requirements; and
 - (f) Schedule B, Part II – Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations,

This page is only a part of a 2016 ALTA Commitment for Title Insurance. Issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

COMMITMENT FOR TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a FL company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. Issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**CITIZENS CODE ENFORCEMENT BOARD
IN AND FOR THE CITY OF NEW SMYRNA BEACH**

CASE NO.: C2011-0027

LEGAL DESCRIPTION OF SUBJECT PROPERTY :

Parcel Number: 7441-06-00-0051

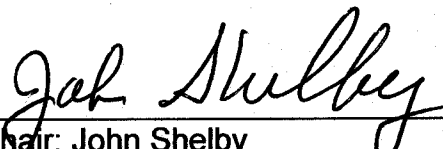
**W ½ OF E 88 FT OF LOTS 5 & 6 F W SAMS SUB DAUGHERTYS NEW SMYRNA
PER OR 2718 PG 1343 PER OR 6491 PG 4777**

ORDER IMPOSING FINE

The City of New Smyrna Beach Citizens Code Enforcement Board ("Board") hereby finds that the above-described property in this case has failed to comply with the Board's Order of the 15th day of February, 2011 attached as Exhibit A to this Order and by reference made a part hereof. The Board hereby imposes a fine in the amount of \$25.00 per day commencing on the 1st day of March, 2011, and said fine shall accrue and constitute a lien against the property in accordance with Section 162.09, Florida Statutes.

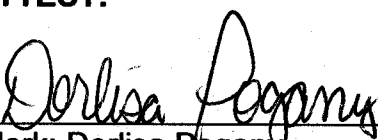
A certified copy this order may be recorded in the Public Records of Volusia County, Florida in accordance with §162.09, Florida Statutes.

DONE AND ORDERED this 15th day of March, 2011, at City Hall, City of New Smyrna Beach, Florida.



Chair: John Shelby
Citizens Code Enforcement Board

ATTEST:



Clerk: Dorlisa Pogany
Citizens Code Enforcement Board

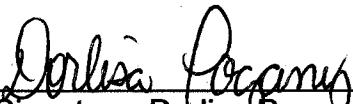
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Order was served on the party(ies) described above by either Hand Delivery upon the person(s), or by leaving the notice at the above-described person's usual place of residence with a person residing therein who is above FIFTEEN (15) years of age and informing such person of the contents of the notice; in the case of a commercial premises leaving the notice with the manager or person in charge; or by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Please complete form of service:

Hand Delivery upon: _____
Name of person who received service

Certified Mail, Return Receipt Requested
Receipt number: 7009 2250 0000 3273 0620



Signature: Dorlisa Pogary
Title: Citizen's Code Enforcement Board Clerk

**CITIZENS CODE ENFORCEMENT BOARD
IN AND FOR THE CITY OF NEW SMYRNA BEACH**

ORDER ON VIOLATION

TO: Tarpon IV, LLC
P. O. Box 1007369
Atlanta, GA 30384-0736

CASE NO. O [REDACTED]

LEGAL DESCRIPTION OF SUBJECT PROPERTY OR RES:

Parcel Number: 7441-06-00-0051

W 1/2 OF E 88 FT OF LOTS 5 & 6 F W SAMS SUB DAUGHERTYS NEW SMYRNA
PER OR 2718 PG 1343 PER OR 6491 PG 4777

The Citizens Code Enforcement Board, at its meeting held on the 15th day of February, 2011, reviewed the evidence presented in the above-captioned case, and the Citizens Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, and ORDER:

I. FINDINGS OF FACT

1. That on the 14th day of January, 2011, the Code Enforcement Officer became aware of the following violations of the City Code on the above-described property:

(A) Permitting or causing to be permitted weeds and undergrowth upon the subject property in violation of §38-111. of the City Code of Ordinances.

2. That on the 14th day of January, 2011, said Code Enforcement Officer notified the above-captioned individuals of said violations and gave the above-captioned individuals until the 28th day of January, 2011, to correct said violations.

3. That said violations described in paragraph 1 above continued beyond the time specified for correction by the Code Enforcement Officer and the Code Enforcement Officer requested a hearing.

4. That the Board, through its clerical staff, scheduled a hearing, and written notice of such hearing was either hand-delivered, mailed, or posted as provided by Section 162.12, Fla. Stat.

Instrument# 2011-058656 # 3
Book: 6581
Page: 1984

5. That on the 15th day of February, 2011, a hearing was held pursuant to Section 162.07, Fla. Stat.

6. That on the basis of the testimony at the hearing on the 15th day of February, 2011, this Board found the following conditions existed at the above-described property:

(A) Permitting or causing to be permitted weeds and undergrowth upon the subject property in violation of §38-111. of the City Code of Ordinances.

II. CONCLUSION OF LAW

7. Between the 14th day of January, 2011, and the 28th day of January, 2011, the above-captioned individuals have violated the following Sections of the City Code:

(A) Permitting or causing to be permitted weeds and undergrowth upon the subject property in violation of §38-111. of the City Code of Ordinances.

III. ORDER

8. It is the Order of this Board that the above-captioned individuals shall take such action as is necessary to come into compliance with the City Code.

9. It is the further Order of this Board that the above captioned individuals shall pay the City of New Smyrna Beach \$UNDETERMINED for the cost of prosecuting this case before the Citizens Code Enforcement Board.

10. It is the further Order of this Board that the above-captioned individuals shall pay a fine of \$ 25.00 per day for each and every day the said violations continue past the 28th day of February, 2010, or until further order of this Board.

11. It is the further Order of this Board that Tarpon IV, LLC, upon complying, shall notify the Code Enforcement Officer, who shall make an inspection and notify the Board whether the above-captioned individuals have come into compliance with the City Code.

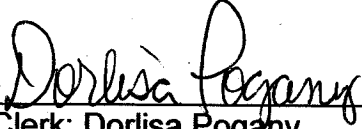
12. It is the further Order of this Board that this case shall be reviewed at each subsequent meeting of this Board until the subject matter is brought into compliance.

13. It is the further Order of this Board that all notices of this and any subsequent proceedings be issued in accordance with law.

DONE AND ORDERED this 15th day of February, 2011.


Chairperson: John Shelby
Citizens Code Enforcement Board

ATTEST:


Clerk: Dorlisa Pogany
Citizens Code Enforcement Board


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Order was served on the party(ies) described above by either Hand Delivery upon the person(s), or by leaving the notice at the usual place of residence of the person(s) described above with a person residing therein who is above FIFTEEN (15) years of age and informing such person of the contents of this notice; in the case of a commercial premises leaving the notice with the manager or person in charge; or by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Please complete form of service:

Hand Delivery upon: _____

Certified Mail, Return Receipt Requested:
Receipt Number: 7008 1830 0003 3406 1792


Signature: Dorlisa Pogany
Title: Citizens Code Enforcement Board Clerk



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3872771

Parcel ID: 744106000051

TARPON IV LLC

545 CHARLOVIX ST, NEW SMYRNA BEACH, FL

Parcel Summary

Alternate Key:	3872771
Parcel ID:	744106000051
Township-Range-Section:	17 - 34 - 41
Subdivision-Block-Lot:	06 - 00 - 0051
Owner(s):	TARPON IV LLC - FS - Fee Simple - 100
Mailing Address On File:	18305 BISCAYNE BLVD STE 400 AVENTURA FL 33160
Physical Address:	545 CHARLOVIX ST, NEW SMYRNA BEACH 32168
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2020 Certified Millage Rate:	17.7478
Neighborhood:	4064
Business Name:	
Subdivision Name:	SAMS F W DAUGHERTYS NEW SMYRNA
Homestead Property:	No

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$11,334	\$10,648	\$0	\$11,334	1.5000	\$17.00
0012	DISCRETIONARY	\$11,334	\$10,648	\$0	\$11,334	0.7480	\$8.48
0011	REQ LOCAL EFFORT	\$11,334	\$10,648	\$0	\$11,334	3.5540	\$40.28
0050	GENERAL FUND	\$11,334	\$10,648	\$686	\$10,648	5.3812	\$57.30
0055	LIBRARY	\$11,334	\$10,648	\$686	\$10,648	0.5174	\$5.51
0520	MOSQUITO CONTROL	\$11,334	\$10,648	\$686	\$10,648	0.1781	\$1.90
0530	PONCE INLET PORT AUTHORITY	\$11,334	\$10,648	\$686	\$10,648	0.0845	\$0.90
0058	VOLUSIA ECHO	\$11,334	\$10,648	\$686	\$10,648	0.2000	\$2.13
0057	VOLUSIA FOREVER	\$11,334	\$10,648	\$686	\$10,648	0.2000	\$2.13
0059	VOLUSIA FOREVER I&S 2005	\$11,334	\$10,648	\$686	\$10,648	0.0000	\$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$11,334	\$10,648	\$686	\$10,648	0.0320	\$0.34
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	\$11,334	\$10,648	\$686	\$10,648	1.0075	\$10.73
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$11,334	\$10,648	\$686	\$10,648	0.2189	\$2.33
0271	NEW SMYRNA BCH I&S 2005	\$11,334	\$10,648	\$686	\$10,648	0.2522	\$2.69
0272	NEW SMYRNA BCH I&S 2018	\$11,334	\$10,648	\$686	\$10,648	0.1319	\$1.40
0270	NEW SMYRNA BEACH	\$11,334	\$10,648	\$686	\$10,648	3.7421	\$39.85
						17.7478	\$192.96

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$192.96
 Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$192.96
 Estimated Tax Amount without SOH: \$201.15

AltKey: 3872771

Parcel ID: 744106000051

TARPON IV LLC

545 CHARLOVIX ST, NEW SMYRNA BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2021	\$11,334	\$0	\$11,334	\$9,680	\$0	\$9,680	\$0
2020	\$10,930	\$0	\$10,930	\$8,800	\$0	\$8,800	\$0
2019	\$9,310	\$0	\$9,310	\$8,000	\$0	\$8,000	\$0
2018	\$8,096	\$0	\$8,096	\$7,273	\$0	\$7,273	\$0
2017	\$8,096	\$0	\$8,096	\$6,612	\$0	\$6,612	\$0
2016	\$8,096	\$0	\$8,096	\$6,011	\$0	\$6,011	\$0
2015	\$5,465	\$0	\$5,465	\$5,465	\$0	\$5,465	\$0
2014	\$7,084	\$0	\$7,084	\$7,084	\$0	\$7,084	\$0
2013	\$7,286	\$0	\$7,286	\$7,286	\$0	\$7,286	\$0

AltKey: 3872771

Parcel ID: 744106000051

TARPON IV LLC

545 CHARLOVIX ST, NEW SMYRNA BEACH, FL

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
6491 / 4777	2010120385	07/06/2010	TD-TAX DEED	UNQUALIFIED	Vacant	\$4,048
2718 / 1343		08/15/1985	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$100

545 Charlovix Street - Parcel ID: 744106000051



THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

DISCUSSION: REGARDING ORDINANCE NO. 07-22 PROPOSED CHANGES.

March 22, 2022

Background:

N/A

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[March 8, 2022 Staff Report.pdf](#)

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

ORDINANCE NO. 07-22: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD REQUEST TO SUBMIT A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT TO BE FORWARDED TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW. THIS PROPOSED AMENDMENT WOULD ADD A GOAL NUMBER 9, COMMERCIAL SPACE INDUSTRY OPPORTUNITY OVERLAY IN THE FUTURE LAND USE ELEMENT.

March 8, 2022

Background:

Applicant : The City of New Smyrna Beach, Economic Development.

Request: Create a Large Scale Comprehensive Plan amendment adding Commercial Space Industry Opportunity Overlay as goal number 9 in the Future Land Use Element.

Findings:

On October 28, 2021, the Economic Development Advisory Board (EDAB) conducted a Economic Development Strategic Plan Workshop. The workshop discussed various strategic plan topics and identified priorities for the city to focus on that included diversification of the tax base, utilities infrastructure, and labor pool. One strategy that came out of that workshop included the implementation of a Commercial Space Industry Opportunity Overlay (CSIOO).

The City's Economic Development Strategic Plan identifies the Aviation/Aerospace Industry as one of its targeted industries because of the City's Airport and close proximity to the Spaceport, including Kennedy Space Center. With the recent Space Florida announcement, in September 2021, of Terran Orbital's plans to construct the world's largest commercial spacecraft facility, there is an proactive opportunity for the city. The integration of a CSIOO will allow the city to capture a more diversified tax base.

It's anticipated that aviation/aerospace supply chain companies will be attracted to the City of New Smyrna Beach and Southeast Volusia area. The Cities of Edgewater and Oak Hill are also planning to implement the overlay. As of December 2021, Volusia County staff has obtained approval from its County Council regarding the Commercial Space Opportunity Overlay future land use component and will be moving forward with the zoning component.

On December 16, 2021, the EDAB met and gained consensus for the city to implement a Commercial Space Industry Opportunity Overlay as a new Comprehensive Plan Element,

XVI. Included in the consensus, was a plan to target all Industrial Zoned properties in the city. The overlay will lay the framework that will enable the City to respond quickly and effectively to the expansive demands of the space industry and serve as a planning tool that is used to identify areas within the City that are appropriate for development of non-residential uses associated with space flight industries.

At its regular scheduled meeting on February 7, 2022 the Planning and Zoning Board voted, 5-0, to recommend the City Commission to **approve** the requested amendment to the Future Land Use Element adding Goal number 9, Commercial Space Industry Opportunity Overlay.

Staff recommends the City Commission to **approve** an amendment to the City Comprehensive Plan updating Element II, Future Land Use, adding Goal number 9 entitled Commercial Space Industry Opportunity Overlay.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Robert Mathen - Planner II

Attachments:

[Exhibit A Goal 9 COMMERCIAL SPACE INDUSTRY OPPORTUNITY OVERLAY \(005\).pdf](#)
[Ord 07-22 CSIOO CPA.pdf](#)

II FUTURE LAND USE ELEMENT

GOALS, OBJECTIVES, AND POLICIES

GOAL 9: COMMERCIAL SPACE INDUSTRY OPPORTUNITY OVERLAY (CSIOO)

I. INTRODUCTION

Spaceport, including the Kennedy Space Center, is a critical element of the international expansion of space flight industries. The Cape Canaveral Spaceport has the historical preeminence as the central point of America's effort to explore space. There are current efforts by the public and private sector to expand the scope of work beyond space flight and exploration. This in turn, increases demand for technologies and efficiencies in the design and manufacturing of new products and services used for both exploration and commercial trade. The proximity of the City to the Cape Canaveral Spaceport/Kennedy Space Center provides opportunities to expand and diversify the local economy. The following provides guidance in planning and capturing new industries tied to the industry of space.

The focus of the CSIOO is to lay the framework that the City can use to respond quickly and efficiently to the space industry. The goals, objectives and policies also provide the opportunity for the economic development teams of the City to market and attract potential industries to the area. In other words, the City is proactively seeking targeted space industries and is fully capable of responding to unanticipated opportunities. The goal is to ensure that the efforts are focused on those industries aligned with the development of aerospace products and services that meet the need of those who use Cape Canaveral Spaceport/Kennedy Space Center.

The CSIOO will lay the framework that will enable the City to respond quickly and effectively to the evolving demands of the space industry. The CSIOO is intended to both foster a pro-active economic development effort to market and attract potential space-related industries and react effectively to any potential opportunities. To this end, a strong emphasis must be on aerospace and aeronautical products and services that center on the space industry use of the Spaceport. The implementation of the CSIOO

must also consider flexibility in both land use patterns and location when siting these new industries.

The CSIOO is a planning tool that is used to identify areas within the City that are appropriate for development of non-residential uses associated with space flight industries. The CSIOO is the first step in identifying where a manufacturer of a targeted industry may locate. The second step includes identification of the spatial needs and the sites that can accommodate the use. The third step is the City staff implementing a coordinated expedited review that ensures that the site and building improvements needed for the particular use are consistent with all applicable regulations. The implementation of the third step is addressed by goals, objectives and policies contained in this element. The critical part is to implement these goals, objectives and policies through a variety of zoning and land development processes and requirements. The Planned Unit Development (PUD) zoning will be the primary method of getting a property primed for development. Implementation of an expedited review process that involves regional, state and federal agencies may also be employed. Additional planning efforts, such as overlays may be appropriate for some areas that have constraints due to environmental, infrastructure or transportation issues.

OBJECTIVES AND POLICIES.

Objective:

1. Zoning and Land Development Opportunities. The City shall implement the CSIOO through its zoning and land development regulations to ensure that targeted industries associated with the space flight industries are captured.

Policy:

- a. Identifying Commercial Space Industry Trends. The City shall monitor the commercial space industry to identify trends, target specific manufacturers and services, and capitalize on potential business opportunities.
- b. Identifying suitable Lands. The City shall identify suitable lands within the city and coordinate with private landowners as to the availability of these lands, to develop targeted space-related businesses.
- c. CISIOO Overlay. The City shall create a zoning overlay for areas within the city. The zoning overlay shall allow for a list of targeted industries based on the North American Industry Classification System Sector 3364 – Aerospace Products and Parts Manufacturing. All non-

residential land use categories are eligible for a rezoning to the Planned Unit Development zoning classification in order to participate in the expedited review and development of these targeted industries. The following criteria are to be used in the implementation of this policy:

1. Nothing contained herein preempts the requirements of adopted local plans that lie within the CSIOO.
 2. All non-residential land use designations within the CSIOO are eligible for a rezoning to the Planned Unit Development zoning classification in order to participate in the expedited review and development of these targeted industries, subject to a determination that the proposed use is compatible with the adjoining properties and areas. Nonresidential land use designations shall include: Commercial, Public/Semi-Public, and Industrial Zones.
 3. Compatibility shall be based on specific criteria that must be included in the zoning overlay. The criteria shall at a minimum address sensory impacts (noise, odor, line of site, etc.), adequacy of infrastructure, access to paved public roads, potential impacts to existing bona fide agricultural activities, impacts to existing rural neighborhoods, and provision of sufficient buffering.
- d. Expedited Review. The City shall establish an expedited review process that emphasizes coordination with regional, state and federal authorities to minimize delay and costs for targeted space industries.
- e. Environmental Protection. The City shall ensure that potential impacts to the environmental resources within the CSIOO are minimized and there is sufficient protection of wetland, flood plain and habitat resources.

Objective:

2. Infrastructure Opportunities. The City shall encourage the location of targeted industries to properties having access to transportation, utilities and multi-modal transportation opportunities.

Policy:

- a. Utility Database. The City shall coordinate with property owners, and utility providers to ensure that there is a database of available sites for targeted industries.
- b. Transportation Network. The City shall coordinate with the River-to-Sea Transportation Planning Organization to identify future improvements to the road network that will facilitate the development of CSIOO for targeted space industries.
- c. Affordable Housing. The City shall plan to achieve that sufficient and affordable workforce housing for employees of targeted industries can be provided within a reasonable distance of the CSIOO.
- d. Public Transportation. The City shall coordinate with Votran when a targeted space industry initiates preliminary planning for relocation/development of a new site. The objective is to ensure that there is sufficient transit service to employees of the targeted industry.
- e. Hazard Protection. The City shall review and implement necessary safeguards to ensure that fire prevention and emergency management procedures are in place to prevent or minimize potential hazards associated with targeted space industries.
- f. Vacant Lands. The vacant, undeveloped lands that may be developed for space industry uses subject to the following:
 1. The site has limited amounts of wetlands that are not severely impacted by development; and,
 2. The site has paved access to a city, county, state or federal road; and,
 3. The site can be served by central potable water and sanitary sewer; or the site is part of a master plan for centralized service and the interim use of on- site facilities for potable water and sanitary sewer is feasible and will not result in degradation of natural resources. The development shall connect to central services immediately upon availability.

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RESOLUTION NO. 07-22

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
APPLICATION TO THE FLORIDA INLAND NAVIGATION
DISTRICT FOR ITS WATERWAYS ASSISTANCE PROGRAM
FOR NORTH CAUSEWAY BOAT RAMP DOCK AND AMENITY
IMPROVEMENTS; PROVIDING FOR CERTIFICATIONS TO
FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR
CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of the City of New Smyrna Beach and the State of Florida:

Project Title: North Causeway Boat Ramp: Dock & Amenity Improvements

Total Estimated Cost: \$85,000

Brief Description of Project: The scope of work associated with the project is intended to provide safety improvements for boaters at the existing North Causeway Boat Ramp to convert (5) fixed finger piers into floating docks due to issues with access during low tide. The project also proposes to construct a new kayak launch and outdoor picnic pavilion for recreational enhancements as well; and

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

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

SECTION 1: Authorization to Execute Application for Financial Assistance. That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of fifty (50) percent of the actual cost of the project. Said form of application is more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF.**

SECTION 2: Certification to Florida Inland Navigation District. The City of New Smyrna Beach certifies to the following:

43 A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C.
44 and which will be a part of the Project Agreement for any assistance awarded under the attached
45 proposal.

46
47 B. That it is in complete accord with the attached proposal and that it will carry out
48 the Program in the manner described in the proposal and any plans and specifications attached
49 thereto unless prior approval for any change has been received from the District.

50
51 C. That it has the ability and intention to finance its share of the cost of the project
52 and that the project will be operated and maintained at the expense of said City of New Smyrna
53 Beach for public use.

54
55 D. That it will not discriminate against any person on the basis of race, color or
56 national origin in the use of any property or facility acquired or developed pursuant to this
57 proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of
58 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes
59 relating to accessibility by handicapped persons as well as other federal, state and local laws,
60 rules and requirements.

61
62 E. That it will maintain adequate financial records on the proposed project to
63 substantiate claims for reimbursement.

64
65 F. That it will make available to Florida Inland Navigation District if requested, a
66 post-audit of expenses incurred on the project prior to, or in conjunction with, request for the
67 final ten percent (10%) of the funding agreed to by FIND.

68
69 **SECTION 3: Conflicting Resolutions.** That all other resolutions or parts thereof that are in
70 conflict with this resolution are hereby rescinded and repealed.

71
72 **SECTION 4: Effective Date.** That this resolution shall take effect immediately upon its final
73 passage.

74
75 **APPROVED AS TO FORM AND CORRECTNESS:**

76
77 Carrie Avallone
78 **CARRIE AVALLONE**
79 **City Attorney**

80
81 **DATE:** 3/1/2022



WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E



**Florida
Inland
Navigation
District**

FY 2022

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN
THE ORDER LISTED ON THE CHECKLIST.**

Applications must be received by the District by 4:30 p.m. on March 28, 2022.

SUBMIT ENTIRE APPLICATION ONE OF TWO WAYS:



Electronic copy (pdf) via email:
JZimmerman@aicw.org

OR



Completed hardcopy via Mail:
FIND, 1314 Marcinski Rd.,
Jupiter, FL 33477

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 16th of May, Permits – 19th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, FL 33477.

Applications must be received by the District by 4:30 p.m. on March 28, 2022.


ATTACHMENT E-1
APPLICATION CHECKLIST
 WATERWAY ASSISTANCE PROGRAM FY 2022

Project Title:	NORTH CAUSEWAY BOAT RAMP; DOCK & AMENITY IMPROVEMENTS
Applicant:	CITY OF NEW SMYRNA BEACH

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)		_____
2. Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	<input checked="" type="radio"/>	<input type="radio"/>
3. Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) (Form must be completed and signed)	<input checked="" type="radio"/>	<input type="radio"/>
4. Project Information – E-3 (Form No. 90-22a, 1 page)	<input checked="" type="radio"/>	<input type="radio"/>
5. Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required	<input checked="" type="radio"/>	<input type="radio"/>
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	<input checked="" type="radio"/>	<input type="radio"/>
7. Project Timeline – E-6 (Form No. 96-10, 1 page)	<input checked="" type="radio"/>	<input type="radio"/>
8. Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	<input checked="" type="radio"/>	<input type="radio"/>

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2022

	<u>YES</u>	<u>NO</u>
9. Attorney's Certification (Land Ownership) – E-8 (Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)	<input checked="" type="radio"/>	<input type="radio"/>
10. County/City Location Map	<input checked="" type="radio"/>	<input type="radio"/>
11. Project Boundary Map	<input checked="" type="radio"/>	<input type="radio"/>
12. Clear & Detailed Site Development Plan Map	<input type="radio"/>	<input checked="" type="radio"/>
13. Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	<input type="radio"/>	<input checked="" type="radio"/>

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2022 By May 16, 2022 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 19, 2022. If the information in Item 13 is not submitted to the District office by September 19, 2022, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: KPR TITLE: city Manager

**** SIGNATURE - PROJECT LIAISON **** _____ DATE _____

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

ATTACHMENT E-3
PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2022

Applicant: CITY OF NEW SMYRNA BEA		Project Title: NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS	
Total Project Cost: \$ 85,000	FIND Funding Requested: \$ 42,500	% of Total Cost: 50	
Amount of Applicant's Matching Funds:	42,500		
Source of Applicant's Matching Funds:	CITY - PARKING FUND REVENUE		

1. **Ownership of Project Site (check one):** Own: Leased: Other:

2. **If leased or other, please describe lease or terms and conditions:**

3. **Has the District previously provided assistance funding to this project or site?** Yes No:

4. **If yes, please list:**

NORTH CAUSEWAY BOAT RAMP IMPROVEMENTS

5. **What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):**

There are (45) paved boat trailer parking spaces at the immediate boat ramp launch with an overflow lot directly to the west on 4 acres of land that can accommodate approximately (70) additional boat trailers and 50 additional standard vehicles (without trailers).

6. **How many additional ramps, slips, parking spaces or other access features will be added by this project?**

The proposed improvements offer operational benefits to boaters with conversion of the fixed docks to floating docks to aid boaters with effects of low tide. Additionally, a new kayak launch will be added.

7. **Are fees charged for the use of this project?** No Yes **

**If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	Yes		
DEP	Yes		
ACOE	Yes		

ATTACHMENT E-4
EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2022

DIRECTIONS:

All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS
Applicant:	CITY OF NEW SMYRNA BEACH

1) PRIORITY LIST:

- a) Denote the priority list category of this project from Attachment C in the application.**
(The application may only be of **one** type based upon the predominant cost of the project elements.)

11. Public waterfront parks and boardwalks and associated improvements.

- b) Explain how the project fits this priority category.**

The scope of work associated with the project is intended to provide safety improvements for boaters at the existing North Causeway Boat Ramp to convert (5) fixed finger piers into floating docks due to issues with access during low tide. The project also proposes to construct a new kayak launch and outdoor picnic pavilion for recreational enhancements as well.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to ___ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.**

The proposed improvements are for use by boaters that directly launch to the ICW. This will ensure improved safety and access for boaters to continue to enjoy and access the waterway

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

The proposed improvements are for use by boaters that directly launch to the ICW. This will ensure improved safety and access for boaters to continue to enjoy and access the waterway.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) Describe how the project increases/improves boater/public access. Estimate the amount of total public use.**

The proposed improvements are for use by boaters that directly launch to the ICW. This will ensure improved safety and access for boaters to continue to enjoy and access the waterway. The addition of a kayak launch will also increase public access to the ICW.

- b) Discuss the regional and local public benefits provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.**

Yes, access to all proposed amenities will be available to the public for local use and regional use.

- c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?**

No

(For reviewer only)
(1-8 points)

4) TIMELINESS:

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

This application for funding assistance is to initiate the design phase. Once determined if eligible for the grant, design will commence followed by application for construction grant funding assistance.

- b) Briefly explain any unique aspects of this project that could influence the timeline.**

No known impacts.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.**

The city intends to utilize revenue generated from the boat ramp parking fund as well as matching grant dollars.

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

No foreseeable impacts.

- c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.**

In order to park at the boat ramp, you are required to have a boat ramp parking pass which is free to applicants that reside in one of the FIND Counties. If not in one of the FIND Counties, users are required to pay to park.

- d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

The fees generated from pay parking are utilized for maintenance, operations and future improvements of this facility.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?**

The fixed finger piers that are in place currently at the boat ramp cause issues with boaters upon launch and return when there is low tide. They have trouble reaching up to access the dock for tying off their boats and for ingress and egress from their vessels. Floating docks would improve this operation. Additionally, adding a kayak launch will provide a dedicated location for visitors to safely launch their kayaks to the ICA in lieu of a shore line launch. As for the proposed picnic pavilion, this will be a recreational amenity to enhance the overall use of the site and provide a space for sitting and gathering on site.

- b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.**

City Maintenance Operations currently performs needed cleaning and localized repairs to this facility and will continue to do so after the improvements are performed.

- c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

No

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

FIND FORM NO. 91-25
Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS
WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.**

The required permits will be applied for once design has commenced in November 2022.

- b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.**

The estimated cost for construction is \$600,000 - \$650,000

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

No known impacts.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) **Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?**

No - design will commence in November 2022.

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

Boater safety and access is improved by converting the fixed piers to floating docks

*(For reviewer only)
(1-2 points)*

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.**

The intent is to construct concrete floating docks which would replace the fixed timber piers. Removing the wooden piers will reduce maintenance needs.

- b) **What is the design life of the proposed materials compared to other available materials?**

concrete floating docks when properly inspected offer longer life than traditional wooden piers.

*(For reviewer only)
(1-3 points)*

10) ENVIRONMENTAL COMPONENTS:

- a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

Compliance and construction best practices have previously been implemented during the prior boat ramp parking lot improvement project and will be maintained during construction of these improvements as well.

- b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

The City has recently completed a Sea Level Rise Study which will be referenced during the design of the new floating piers

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25A
Rule 66B-2.005 (Effective Date: 3-21-01, revised 4-24-06, 1-27-14)

ATTACHMENT E-4B
EVALUATION WORKSHEET
ENVIRONMENTAL EDUCATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN
ENVIRONMENTAL EDUCATION PROJECT

7) THOROUGHNESS:

- a) **Who is the primary target audience or user group for the project and how were they identified?**

N/a

- b) **How have the needs of the target audience been evaluated and met?**

N/a

- c) **How many people will the program serve on an annual basis? What will be the measurable results?**

N/a

(For reviewer only)
(1-5 points)

8) DELIVERABLES:

- a) Describe the materials and project deliverables to be produced by this project.

N/a

- b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.

N/a

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

- a) Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.

N/a

- b) What previous projects of this nature have been completed by the program manager?

N/a

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

N/a

b) What is the expected duration/frequency of this program?

N/a

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C
EVALUATION WORKSHEET
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW
ENFORCEMENT OR BOATING SAFETY PROJECT

7) VIABILITY:

- c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.**

N/a

- d) How does the project provide significant benefits or enhancements to the District's Waterways?**

N/a

(For reviewer only)
(1-3 points)

8) EXPERIENCE & QUALIFICATIONS:

- a) List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

N/a

- b) Have the personnel participated in or received state marine law enforcement training?

N/a

(For reviewer only)
(1-2 points)

9) DELIVERABLES:

- a) Describe the anticipated, long-term measurable results of implementing this project.

N/a

- b) What is the range or area of coverage for this project? Please provide a map of the coverage area.

N/a

- c) Does the project fulfill a particular community need?

N/a

(For reviewer only)
(1-4 points)

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

N/a

b) How does the project or program provide effective public boating education or expand boater safety?

N/a

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D
EVALUATION WORKSHEET
INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS
WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET
MANAGEMENT OR PUBLIC NAVIGATION PROJECT

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

N/a

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

N/a

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

N/a

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

- a) Will the project enhance public access to or from the waterways? Describe in brief detail.

N/a

- b) List the upstream publicly accessible facilities with improved access as a result of this project.

N/a

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

- a) Are there additional economic benefits to be realized by implementing this project?

N/a

- b) Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.

N/a

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

N/a

b) Explain the funding mechanism for the long-term maintenance of the project.

N/a

c) Describe the long-range dredge material management plans.

N/a

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E
EVALUATION WORKSHEET
BEACH RENOURISHMENT PROJECTS
WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
BEACH RENOURISHMENT PROJECT

7) WATERWAY RELATIONSHIP:

- a) Describe how the District and other navigation interests will benefit from the implementation of this project.

N/a

(For reviewer only)
(1 -4 points)

8) VIABILITY:

- a) Is the project site defined as critically eroded area by a statewide beach management plan?

N/a

- b) Cite the quantifiable rate of erosion in this area.

N/a

- c) Is the project an important component of an overall beach management effort?

N/a

(For reviewer only)
(1 -4 points)

9) PUBLIC BENEFITS:

- a) Are there quantifiable public benefits demonstrated by the project?

N/a

- b) Is there adequate public access to the project area?
Please describe location and amount.

N/a

(For reviewer only)
(1-2 points)

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

N/a

b) Clarify the availability of long-term funding for this project.

N/a

*(For reviewer only)
(1-2 points)*

RATING POINT TOTAL: _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F
EVALUATION WORKSHEET
EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

11. (EXTRA) STORM DAMAGE EVALUATION:

- a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

N/a

- b) Has this site/project previously received funding from FIND

N/a

- c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

N/a

- d) What is the current status of your FEMA paperwork for the project?

N/a

(For reviewer only)
(0-3 points)

ATTACHMENT E-5
PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2022

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS
Applicant:	CITY OF NEW SMYRNA BEACH

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Design, Engineering and Permitting	85,000.00	42,500.00	42,500.00
**TOTALS =	\$ 85,000.00	\$ 42,500.00	\$ 42,500.00

ATTACHMENT E-6
PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2022

Project Title:	NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS
Applicant:	CITY OF NEW SMYRNA BEACH

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	Component
March 29, 2022	FIND Application Submitted (Ph. 1)
June 2022	Presentation to FIND Board
October 2022	Grant Award Announcements
November 2022	City Commission Award Acceptance
November 2022	Design Commencement
March 2023	60% Design Completion
March 2023	FIND Grant Application Submitted (Ph. 2)
September 2023	Design Complete and Permits Secured

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2022

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS

Total Estimated Cost \$ 85,000.00

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____ % of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(agency governing board)
held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

(2)

ATTACHMENT E-8
ATTORNEYS CERTIFICATION OF TITLE 2022
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY

(Address)

_____, 2022

TO WHOM IT MAY CONCERN:

I, (Name), am the Attorney for the (City or County), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) dated _____ conveying _____ (type of interest, ie. Fee simple, easement, 30 year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called " (Name of Property as Referenced in the WAP application) ".

I certify that the (City or County) does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)

(City or County) Attorney

ATTACHMENT E-8

ATTORNEY CERTIFICATION OF TITLE 2021
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY ATTORNEY
210 Sams Avenue
New Smyrna Beach, Florida 32168

March 1, 2022

TO WHOM IT MAY CONCERN:

I, Carrie Avallone, am the City Attorney for the City of New Smyrna Beach, Florida. I hereby state that I have examined a copy of the deed from Trustees of the Internal Improvement Fund of the State of Florida to the City of New Smyrna Beach, Volusia County, Florida, described as 162 North Causeway, Parcel Number 741701040041:

LOT 4 & LOT 5 EXC W 100 FT OF E 244 FT OF S 150 FT OF N 540 FT BLK 4 NORTH
CAUSEWAY SUB MB 11 PG 209

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of New Smyrna Beach. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "North Causeway Boat Ramp."

I certify that the City of New Smyrna Beach is the fee simple owner of this property.

Very truly yours,



Carrie Avallone
City Attorney

ATTACHMENT E-8

ATTORNEY CERTIFICATION OF TITLE 2021
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY ATTORNEY
210 Sams Avenue
New Smyrna Beach, Florida 32168

March 1, 2022

TO WHOM IT MAY CONCERN:

I, Carrie Avallone, am the City Attorney for the City of New Smyrna Beach, Florida. I hereby state that I have examined a copy of the deed from Trustees of the Internal Improvement Fund of the State of Florida to the City of New Smyrna Beach, Volusia County, Florida, described as 160 North Causeway, Parcel Number 741701040010:

LOTS 1 2 & 3 & LOTS 6 TO 13 INC BLK 4 MB 11 PG 209 NORTH CAUSEWAY
SUB PER OR

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of New Smyrna Beach. Finally, I have also examined such documents and records as necessary for this certification.

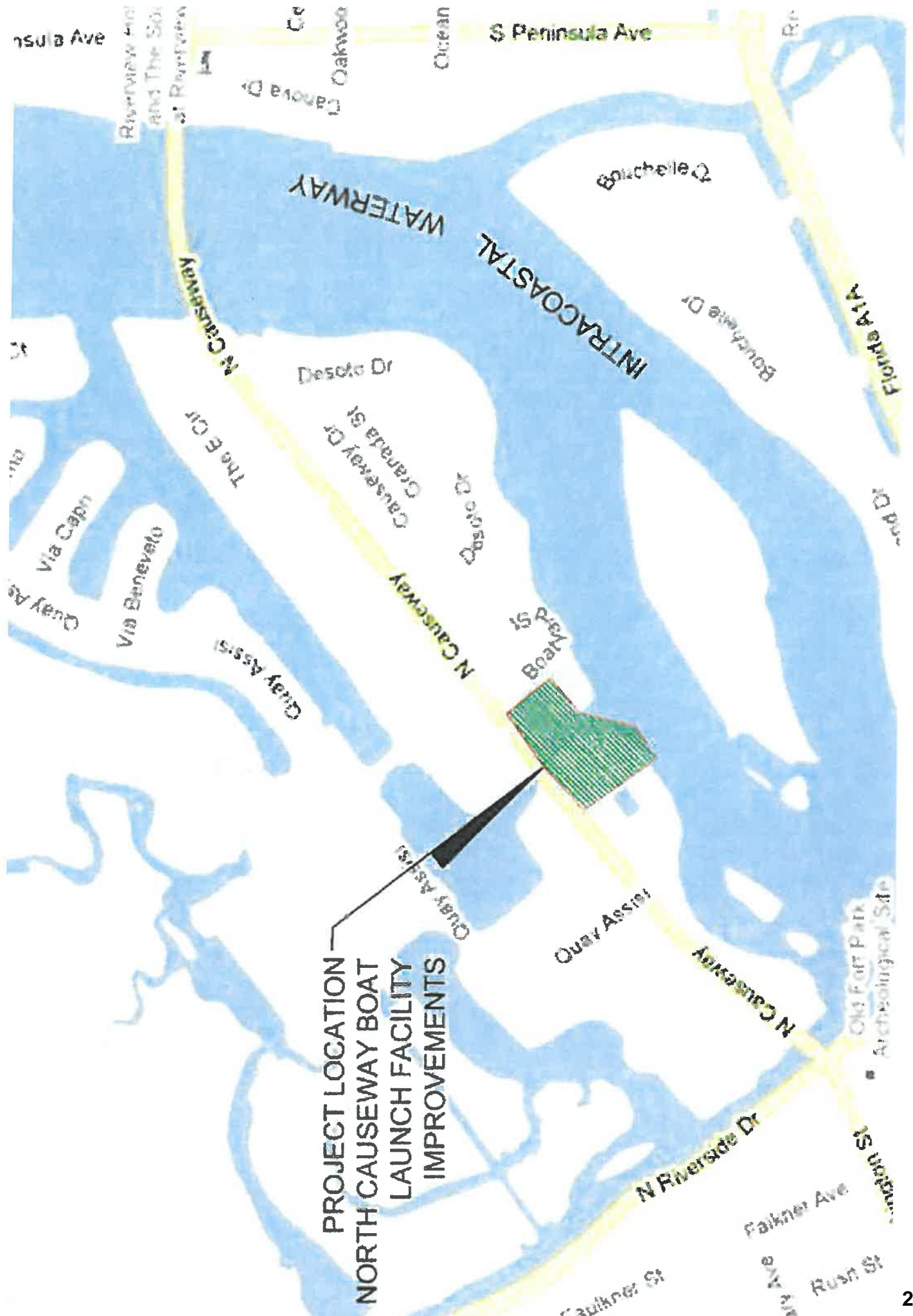
This property is what has previously been called the "AOB Site."

I certify that the City of New Smyrna Beach is the fee simple owner of this property.

Very truly yours,



Carrie Avallone
City Attorney



PROJECT LOCATION
NORTH CAUSEWAY BOAT
LAUNCH FACILITY
IMPROVEMENTS

NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS

- Finger Piers to be converted to floating docks
 - (3) on the west side of the boat ramp
 - (2) on the east side of the boat ramp
- Kayak launch on AOB
- 20' x 20' Gazebo on AOB

Updated from input from City Commission Workshop 1/28/2021



N Causeway

WEST BOAT RAMP
EAST BOAT RAMP

(64) 12' x 55' Trailer Stalls

(43) 9' x 18' Auto Stalls

Recreation ~ 0.5 acres

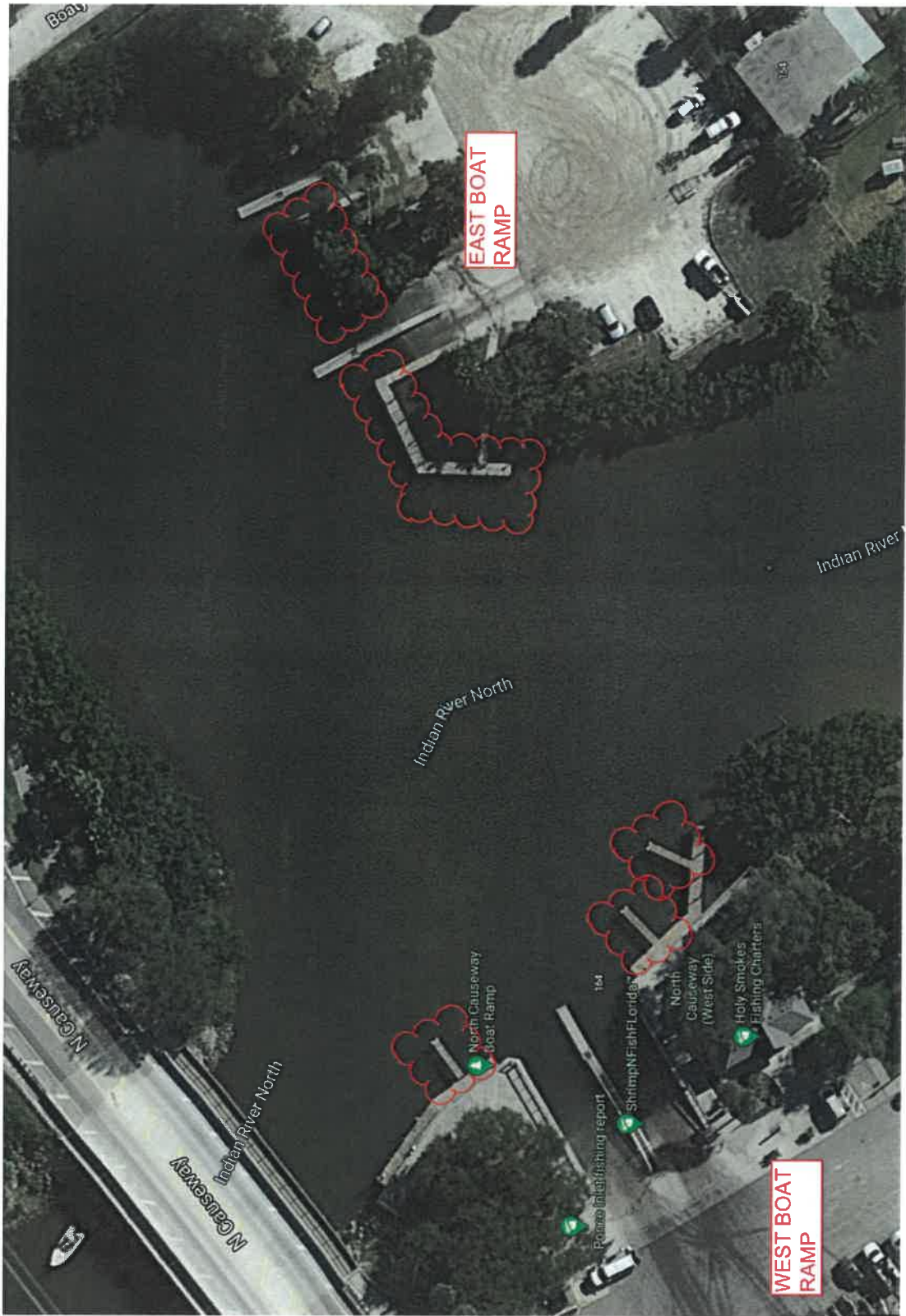
(17) 9' x 18' Auto Stalls

20' x 20' gazebo

Kayak Launch

Google Earth

Updated 2/23/2021







THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 52-21: CONDUCT THE SECOND READING OF AND ORDINANCE, WHICH IF ADOPTED, WOULD AMEND THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND VOLUSIA COUNTY.

March 22, 2022

Background:

The City's Interlocal Boundary Service Agreement (ISBA) with Volusia County is a coordination agreement between the City of New Smyrna Beach and Volusia County on matters of mutual interest and advantage, such as annexation, joint planning, permitting, infrastructure, and the delivery of public services. The current ISBA was most recently adopted in 2013. Ordinance 52-21 proposes the adoption of an amended ISBA which includes some significant policy changes.

Findings:

The current ISBA, adopted in 2013, covers the following services: Planning, Roads, Building Permitting & Inspections, Fire Services, Solid Waste, and Stormwater.

The significant changes proposed in the new ISBA include:

Growth and Resource Management:

- For properties in the County, the County will now act as the point of all permit processing, plan review, inspection, and code enforcement. The City previously performed these services for properties in the County within the Municipal Service Area. The City will continue to perform these services for all properties in the City.

Roads:

- Paved roads to be transferred to the City for maintenance responsibility must meet a Pavement Condition Index factor of 65 or greater, prior to the transfer.
- Add detail to clarify the items that fall under "maintenance responsibility" of a road right-of-way.

Solid Waste:

- ISBA has been updated to reflect the current solid waste arrangement between the City and County.

Fire Rescue:

- For properties located in the County, the County will conduct inspections for new

construction and business tax receipt applications.

Staff recommends approval of Ordinance No. 52-21.

Fiscal Analysis:

The new ISBA will reduce the City's service obligations to properties located in the County. The City will lose permitting revenues from these properties; however the Staff cost to provide services to the County properties is expected to exceed the loss of revenue.

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[Ord 52-21 Amended and Restated ISBA.pdf](#)

[ISBA Amended 3.11.22.docx](#)

[ISBAareaMap_3 thoroughfare roads.pdf](#)

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ORDINANCE NO. 52-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, ADOPTING THE AMENDED AND RESTATED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN CITY OF NEW SMYRNA BEACH AND THE COUNTY OF VOLUSIA; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a top strategic goal of the City continues to be annexation of unincorporated properties within specific areas through a Joint Planning Agreement with Volusia County; and

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

38 **WHEREAS**, the City and the County identified lands that are logical candidates for
39 future annexations, the appropriate land uses and infrastructure needs and provider for such
40 lands, and continued protection of natural resources; and
41

42 **WHEREAS**, the extension of the City and County facilities and services are most
43 efficiently provided if the process and timing of long range planning, annexation, and
44 development review processes for the City and County are clearly identified and part of a
45 coordinated countywide planning in advance of the City and County capital planning,
46 commitment and expenditure; and
47

48 **WHEREAS**, the continued agreement of the City to undertake annexation, joint
49 planning efforts and coordination of public services and infrastructure in a manner that is part of
50 a countywide planning effort are a material inducement to the County to enter into an Interlocal
51 Service Boundary Agreement; and
52

53 **WHEREAS**, the City and the County find that the benefits of intergovernmental
54 communications and coordination will accrue to both Parties; and
55

56 **WHEREAS**, in accordance with Section 171.203, F.S., the City adopted initiating
57 Resolution No. 02-11 on January 3, 2011, and Ordinance No. 36-13 on April 23, 2013,
58 authorizing entry into the Interlocal Service Boundary Agreement with the County of Volusia;
59 and
60

61 **WHEREAS**, in accordance with Section 171.203, F.S., the County adopted responding
62 Resolution No. 2011-055 on March 17, 2011, and Ordinance 2013-09, adopted on May 2, 2013,
63 authorizing entry into the Interlocal Service Boundary Agreement with the City of New Smyrna
64 Beach; and
65

66 **WHEREAS**, the Parties have abided by the terms of the Agreement since 2013, with the
67 initial term of the Agreement lasting ten (10) years, with a set review of the effectiveness and
68 performance of the Agreement after year five; and
69

70 **WHEREAS**, at the conclusion of the fifth year, officials of the City and the County met,
71 reviewed and negotiated in good faith to resolve issues that were encountered during the initial
72 five-year period relating to the annexation and joint planning and coordinated provision of public
73 services and infrastructure and now wish to memorialize their understanding of the newly
74 negotiated terms in an Amended and Restated Interlocal Service Boundary Agreement; and

75 **WHEREAS**, the Amended and Restated Interlocal Service Boundary Agreement is
76 entered into pursuant to the authority of Article VIII of the Florida Constitution, and Chapters
77 125, 163, 166 and 171, Florida Statutes; and
78

79 **WHEREAS**, the City Commission finds that it is in the best interest of the citizens of
80 New Smyrna Beach to adopt the Amended and Restated Interlocal Service Boundary Agreement
81 between the City and the County of Volusia.
82

83 **NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE**
84 **CITY OF NEW SMYRNA BEACH, FLORIDA:**
85

86 **SECTION 1: Interlocal Service Boundary Agreement.** That the Amended and Restated
87 Interlocal Service Boundary Agreement between City of New Smyrna Beach and the County of
88 Volusia, in the form described in **Exhibit "A"** attached hereto and by reference made a part
89 hereof, is hereby adopted by the City of New Smyrna Beach.
90

91 **SECTION 2: Public Hearing.** That a public hearing considering the adoption of this ordinance
92 shall be held at 6:30 p.m. on November 16, 2021, continued to December 14, 2021, continued to
93 January 11, 2022, continued to February 8, 2022, continued to March 22, 2022, in the City
94 Commission Chambers, 214 Sams Avenue), New Smyrna Beach, Florida, after notice published,
95 is found to comply with §166.041(3)(a), F.S.
96

97 **SECTION 3: Conflicting Ordinances.** That any ordinances that are in conflict with this
98 ordinance are hereby rescinded and repealed.
99

100 **SECTION 4: Severability.** That if any section, sentence, clause or phrase of this ordinance is
101 held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
102 no way affect the validity of the remaining portions of this ordinance.
103

104 **SECTION 5: Effective Date.** That this ordinance shall take effect immediately upon its final
105 adoption.
106

107 **APPROVED AS TO FORM AND CORRECTNESS:**

108 
109 _____
110 **CARRIE AVALLONE**
111 **City Attorney**

112 **DATE:** 3/11/2022

EXHIBIT "A"

AMENDED AND RESTATED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN CITY OF NEW SMYRNA BEACH AND THE COUNTY OF VOLUSIA

This Amended and Restated Interlocal Service Boundary Agreement (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of New Smyrna Beach (hereinafter referred to as the "City") and the County of Volusia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and the City of New Smyrna Beach Charter; and

WHEREAS, the County possesses powers of self-government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal service boundary agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and

the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area (hereinafter referred to as the “MSA”), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:
 - a. may receive municipal services from the city; and/or
 - b. may be annexed by the city through voluntary annexation pursuant to Section 171.044, Florida Statutes; provided, however, that any owners within the unincorporated land depicted in Map 1 attached to this Agreement may voluntarily petition for annexation regardless of contiguity to the city. All other annexation shall comply with Chapter 171, Florida Statutes, including submission to a vote of the registered electors of an area proposed to be annexed if the annexation is initiated by the city pursuant to Section 171.0413, Florida Statutes;
2. Delivery or funding of various services for public safety; fire, emergency medical, water and wastewater; the construction, maintenance and ownership of roads; conservation, parks and recreation; stormwater management and drainage; and various other services;
3. Providing a process and schedule for the annexation of lands in an MSA;
4. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;
5. Addressing other service delivery issues;
6. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, on May 7, 2013, the City and County entered into a Master Interlocal Service Boundary Agreement (hereinafter referred to as the “Original Agreement”) and now seek to amend its terms; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes, and replaces and supersedes the terms of that previous Master Interlocal Service Boundary Agreement, Sub-Agreements, and Joint Planning Agreements.

NOW, THEREFORE, the City and County do hereby amend and restate the Master Interlocal Service Boundary Agreement in its entirety to read as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are incorporated into this Interlocal Service Boundary Agreement (hereinafter referred to as the “ISBA”) as if fully set forth herein, as the legislative findings of the City and County.
2. Incorporation of Map 1. Map 1, attached hereto, is fully incorporated as if fully set forth herein.
3. Term and Effective Date of the Agreement. The ISBA shall become effective when filed with the Clerk of Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Florida Statutes. The term of this Agreement shall be five (5) years.
4. Renewal of Agreement. The City and County shall, in the event the Parties desire to extend the term of the Agreement, initiate negotiations in accordance with Section 171.203(12), Florida Statutes, no later than eighteen (18) months prior to the termination of the term.
5. Termination of Agreement. The City or County may terminate this Agreement at any time upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party’s sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate agreement in writing that has been approved by both Parties.
6. Dispute Resolution. The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.
 - a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
 - b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental

bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph “a”, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.
 - d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
 - e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and 171.212, and Chapter 164, Florida Statutes.
7. Duplication of Services. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
8. Roads; transfer of jurisdiction. This paragraph is intended to satisfy the requirements of Section 335.0415(3), Florida Statutes.
- a. *County Thoroughfare Roads.* For the purposes of this Agreement and until such time that the County transfers ownership, the County shall retain jurisdiction, ownership, and control of the entire length of County Thoroughfare Roads within the MSA regardless of any parcel annexations by the City, including those described in Figure 2-1, “Thoroughfare Roadways, Volusia County, Florida,” Volusia County Comprehensive Plan, attached hereto and incorporated herein as Exhibit “A”.

County thoroughfare roadways that are removed from the Volusia County Comprehensive Plan thoroughfare roadway network are subject to transfer to the City per the terms of this Agreement per Section 8.b., herein.
 - b. *Non-thoroughfare Roads.* The transfer of an eligible roadway is made with written notification from the County to the City. The County will transfer maintenance responsibilities of eligible roadways in a manner that does not create operational inefficiencies for roadway maintenance. The determination of an eligible non-thoroughfare roadway for transfer from the County to the City in the MSA shall be based on the following:

- (1) For the purposes of this Agreement, "road segment" shall mean the portion of a County road between two intersecting roads.
- (2) Non-thoroughfare county roads within or adjacent to the existing City boundary shall be eligible for transfer to the City's jurisdiction and maintenance responsibility when at least fifty-one (51%) percent of the road segment is either within or adjacent to the existing City boundary.
- (3) All County non-thoroughfare roads within the MSA shall be eligible for transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of parcels fronting a road segment.
- (4) The 51% segment ratio shall be calculated based on the total linear footage of road frontage of annexed parcels of the road segment between two intersecting roads or termination of said road.
- (5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads shall be eligible for transfer to the City. The road segment with the transfer, including the entire right-of-way, shall become the City's jurisdiction and ownership; and the City will be fully responsible for all maintenance and other responsibilities.
- (6) Paved roads to be transferred shall meet a Pavement Condition Index Factor of 65 or greater as determined and agreed to by both the County and the City. Prior to transfer, County shall improve the roads eligible for transfer to that Pavement Condition Index Factor or better.
- (7) As the City is transferred jurisdiction and maintenance responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.
- (8) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Agreement, in which case the terms of this Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Agreement is intended to convey the will of the parties concerning all road segments within the MSA.
- (9) Acceptance of maintenance of a road right-of-way by the City includes, but is not limited to: acceptance and maintenance of associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way, e.g., sidewalks, multi-use trails, signals, pedestrian and school crosswalks/flashers, signs, stormwater inlets, stormwater conveyance pipes, ditches, swales, guardrail, handrail and other appurtenances.
- (10) Acceptance of maintenance of a road right-of-way by the City with a railroad crossing will include all responsibilities associated with the railroad crossing. If the County has a maintenance agreement with the railroad for the crossing, the

- agreement will be transferred to the City. Should the railroad notify the County that a railroad crossing requires improvement prior to that segment of road being annexed into the City, the County shall perform the necessary improvements prior to the road being transferred to the City.
- (11) If the City annexes platted, but unopened, rights-of-way, the County shall convey via quitclaim deed any interests it has over the platted, but unopened, rights-of-way.
- c. *Exceptions.* The following roads are treated as exceptions to the aforementioned provisions regarding thoroughfare and non-thoroughfare County roads and shall remain roads that are maintained by the County regardless of status for the duration of this Amended and Restated Interlocal Agreement and any extensions:
- (1) Glencoe Road, with the exception of the segment running from Burnell Court south to the south end of the property line of Limestone Apartments (10101 Limestone Court); and
- (2) Williams Road.
- d. *Transportation Planning and Coordination.*
- (1) The City and County agree to use the adopted River to Sea Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the impacted jurisdiction's comprehensive plans including the adopted River to Sea TPO Long Range Transportation Plan.
- (2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.
- e. *Funding.* The City and County agree to work together to obtain funding sources for capital transportation improvements within the MSA.
- f. *Maintenance.* The City and County may enter into maintenance agreements for certain segments of County roads within the MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.
- g. *Continuing jurisdiction.* All roads over which jurisdiction is transferred to the City under the terms of this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files

that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.

9. Solid Waste.

- a. Beginning April 1, 2020, the City's solid waste contractor shall provide service to the entire MSA.
- b. Effective October 1, 2021, the City will direct all residential/commercial solid waste collected within the City boundaries, including the unincorporated part of the MSA, as amended, to the County's solid waste disposal facility located at 1990 Tomoka Farms Road Landfill, Port Orange, Florida. The City may direct their contracted hauler to dispose of yard trash at a permitted private disposal site. This section is not intended to infer or imply that the County has agreed or will agree to accept waste that is inconsistent with the County's landfill and/or waste disposal policies, the Volusia County Code, Florida Statutes, or any other applicable law.

10. Stormwater Management.

a. *Service Delivery Agreement*

- (1) The County shall require development within the unincorporated areas of the MSA to coordinate their stormwater management design and facilities with the City's stormwater master planning efforts.
- (2) All ditches and canals within the roadway systems that are to be transferred to the City must be maintained to the County's standard level of service by the County prior to the acceptance of such drainage infrastructure by the City.
- (3) To the extent available, the County shall provide all drainage system and rights-of-way maps that indicate county maintenance responsibilities and illustrate the drainage systems for roads within the MSA.
- (4) If the drainage system is shared with the County, then the City and the County may prepare a separate funding agreement for improvements, if needed.
- (5) To the extent available, the County shall provide copies of all work orders and records within the MSA for the last five (5) years.
- (6) The County shall provide information on all known recorded conservation areas, mitigation properties, and all determined wetland jurisdictional findings.
- (7) The County shall provide information to the City regarding all known repetitive flooding structures, as determined by the Federal Emergency Management Agency.
- (8) Those parcels considered wholly or partially within the City's boundaries shall be subject to the City's stormwater utility fee whether developed or otherwise. If a property is annexed into the City, the City's utility fee will take effect the following

year. There will be no County utility fee refunds or prorates for the year in which the property was annexed.

- b. *Funding.* The City shall be responsible for the capital and maintenance costs related to the infrastructure for compliance with NPDES regulations. However, for infrastructure that provides benefits for property outside of the City limits, the County and City may prepare a separate funding agreement to share in the cost and maintenance of the mutually benefiting infrastructure.
- c. *Drainage Basin Studies.* The County shall include the City as a participant in the drainage basin studies that directly impact the City.

11. Growth and Resource Management.

a. *Planning and Development Services.*

- (1) The City and County amended the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, as per the Original Agreement.
- (2) Pursuant to the Original Agreement, the City adopted an MSA as an amendment to its comprehensive plan. The MSA shall include the area indicated in the attached Map 1 and the provisions established within the ISBA.
- (3) Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within an MSA; and Section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to all lands in the MSA until the City annexes the land at issue and amends its comprehensive plan with respect to those lands. The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its comprehensive plan to the lands within the MSA in advance of annexation of those lands. In addition, the City's codes and regulations shall apply in advance of annexation upon the adoption by the City of a comprehensive plan amendment; and the City shall be authorized and empowered, pursuant to sections 163.3171(4), 171.207 and 171.208, Florida Statutes, to exercise such extraterritorial powers over such lands.
- (4) The County shall act as the point of all permit processing, plan review (including fire), permit issuance, inspection, code enforcement, and interpretation of the County's comprehensive plan, zoning, and land development regulations for proposed development on lands that have not annexed into the City. The City shall act as the point of all permit processing, plan review (including fire), permit issuance, inspection, code enforcement, and interpretation of the city's comprehensive plan, zoning, and land development regulations for proposed development on lands that have annexed into the City. The County shall review applications for use permits for County rights-of-way within the MSA.
- (5) The following additional finding is intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

Urban in Character. The unincorporated area in the MSA as depicted in Map 1 is anticipated for municipal annexation because it is “urban in character,” as that term is defined by Section 171.031(8), Florida Statutes.

- b. *Building and Zoning.*
 - (1) Through mutual agreements, the City and County may grant authorization to each other to perform plan review and inspections in their respective jurisdictions in certain situations (*i.e.*, County facilities ~~in~~ within city limits, or City facilities in the unincorporated portions of the MSA). Plan review and inspections for a specific project must be performed by the same entity; these duties may not be divided between the County and City.

12. Fire Rescue

- a. The County and City shall continue to utilize a coordinated and unified approach for fire services.
- b. The County and City shall continue the current mutual aid agreement in place with Volusia County Fire Services (“VCFS”), hereby known as the Volusia County Fire Chiefs Association Interlocal Agreement for Fire/Rescue Service Mutual Aid within Volusia County. If that agreement should terminate without renewal, the City shall be solely responsible for fire services within the incorporated boundaries of the City unless service is otherwise stipulated in an agreement between the County and City.
- c. The incorporated boundaries of the City shall include those areas annexed into the City, including those areas annexed within the MSA.
- d. Maximum effective range for fire rescue apparatus under daily operations shall be within the expected service areas that are mutually agreed upon and designated by the Computer Aided Dispatch run card system.
- e. If at any time either agency believes there are disparities which result in either agency supplanting the other’s primary core fire/rescue/EMS services, the two agencies shall meet and determine a mutually beneficial remedy.
- f. The City and County will provide closest unit response regardless of call type for emergency and non-emergency fire and rescue calls regardless of boundaries.
- g. Fire hydrant ownership, jurisdiction and maintenance shall be transferred to the City as the surrounding infrastructure, including sidewalks and roads, is transferred via the annexation process contemplated by this Amended Agreement.
- h. The City agrees to notify VCFS of any application for action relative to the responsibilities defined within the Florida Fire Prevention Code for any unincorporated property within the MSA. The City agrees to notify VCFS in writing within five (5) working days of application receipt, and or processing of said application.

13. Notice. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Amended Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County: County of Volusia
Attn: County Manager
Copy to: County Attorney
123 West Indiana Avenue
DeLand, Florida 32720

If to the City: City of New Smyrna Beach
Attn: City Manager
Copy to: City Attorney
210 Sams Avenue
New Smyrna Beach, Florida 32168

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

14. Sole Benefit. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.
15. Authority. The City and County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
16. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.
17. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

18. Amendments. Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.
19. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent, and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided in this Agreement, or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control; provided however that all other terms of existing agreements remain in full force and effect.
20. Entire Understanding. Except as otherwise specifically set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreements, it shall not be constructed by a court of competent jurisdiction or tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.
21. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal jurisdiction and venue, if applicable, shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 (“Dispute Resolution”), paragraph 6 shall control.
22. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
23. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the MSA by the City and County; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforcement of the codes.
24. Adoption by County. The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.
25. Adoption by City. The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeff Brower
County Chair

Approved by:

County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public

ATTEST:

CITY OF NEW SMYRNA BEACH

Khalid Resheidat
City Manager

Russ Owen
Mayor

Approved by:

City Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Russ Owen and Khalid Resheidat, as Mayor and City Manager, respectively, on behalf of the City of New Smyrna Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the city. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public

**AMENDED AND RESTATED
INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN CITY OF NEW SMYRNA BEACH AND
THE COUNTY OF VOLUSIA**

This Amended and Restated Interlocal Service Boundary Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2022, by and between the City of New Smyrna Beach (hereinafter referred to as the “City”) and the County of Volusia (hereinafter referred to as the “County”).

W I T N E S S E T H:

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and the City of New Smyrna Beach Charter; and

WHEREAS, the County possesses powers of self-government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal service boundary agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and

the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area (hereinafter referred to as the “MSA”), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:
 - a. may receive municipal services from the city; and/or
 - b. may be annexed by the city through voluntary annexation pursuant to Section 171.044, Florida Statutes; provided, however, that any owners within the unincorporated land depicted in Map 1 attached to this Agreement may voluntarily petition for annexation regardless of contiguity to the city. All other annexation shall comply with Chapter 171, Florida Statutes, including submission to a vote of the registered electors of an area proposed to be annexed if the annexation is initiated by the city pursuant to Section 171.0413, Florida Statutes;
2. Delivery or funding of various services for public safety; fire, emergency medical, water and wastewater; the construction, maintenance and ownership of roads; conservation, parks and recreation; stormwater management and drainage; and various other services;
3. Providing a process and schedule for the annexation of lands in an MSA;
4. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;
5. Addressing other service delivery issues;
6. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, on May 7, 2013, the City and County entered into a Master Interlocal Service Boundary Agreement (hereinafter referred to as the “Original Agreement”) and now seek to amend its terms; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes, and replaces and supersedes the terms of that previous Master Interlocal Service Boundary Agreement, Sub-Agreements, and Joint Planning Agreements.

NOW, THEREFORE, the City and County do hereby amend and restate the Master Interlocal Service Boundary Agreement in its entirety to read as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are incorporated into this Interlocal Service Boundary Agreement (hereinafter referred to as the “ISBA”) as if fully set forth herein, as the legislative findings of the City and County.
2. Incorporation of Map 1. Map 1, attached hereto, is fully incorporated as if fully set forth herein.
3. Term and Effective Date of the Agreement. The ISBA shall become effective when filed with the Clerk of Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Florida Statutes. The term of this Agreement shall be five (5) years.
4. Renewal of Agreement. The City and County shall, in the event the Parties desire to extend the term of the Agreement, initiate negotiations in accordance with Section 171.203(12), Florida Statutes, no later than eighteen (18) months prior to the termination of the term.
5. Termination of Agreement. The City or County may terminate this Agreement at any time upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party’s sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate agreement in writing that has been approved by both Parties.
6. Dispute Resolution. The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.
 - a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
 - b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental

bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph “a”, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.
 - d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
 - e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and 171.212, and Chapter 164, Florida Statutes.
7. Duplication of Services. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
8. Roads; transfer of jurisdiction. This paragraph is intended to satisfy the requirements of Section 335.0415(3), Florida Statutes.
- a. *County Thoroughfare Roads.* For the purposes of this Agreement and until such time that the County transfers ownership, the County shall retain jurisdiction, ownership, and control of the entire length of County Thoroughfare Roads within the MSA regardless of any parcel annexations by the City, including those described in Figure 2-1, “Thoroughfare Roadways, Volusia County, Florida,” Volusia County Comprehensive Plan, attached hereto and incorporated herein as Exhibit “A”.

County thoroughfare roadways that are removed from the Volusia County Comprehensive Plan thoroughfare roadway network are subject to transfer to the City per the terms of this Agreement per Section 8.b., herein.
 - b. *Non-thoroughfare Roads.* The transfer of an eligible roadway is made with written notification from the County to the City. The County will transfer maintenance responsibilities of eligible roadways in a manner that does not create operational inefficiencies for roadway maintenance. The determination of an eligible non-thoroughfare roadway for transfer from the County to the City in the MSA shall be based on the following:

- (1) For the purposes of this Agreement, “road segment” shall mean the portion of a County road between two intersecting roads.
- (2) Non-thoroughfare county roads within or adjacent to the existing City boundary shall be eligible for transfer to the City’s jurisdiction and maintenance responsibility when at least fifty-one (51%) percent of the road segment is either within or adjacent to the existing City boundary.
- (3) All County non-thoroughfare roads within the MSA shall be eligible for transfer to the City’s jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of parcels fronting a road segment.
- (4) The 51% segment ratio shall be calculated based on the total linear footage of road frontage of annexed parcels of the road segment between two intersecting roads or termination of said road.
- (5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads shall be eligible for transfer to the City. The road segment with the transfer, including the entire right-of-way, shall become the City’s jurisdiction and ownership; and the City will be fully responsible for all maintenance and other responsibilities.
- (6) Paved roads to be transferred shall meet a Pavement Condition Index Factor of 65 or greater as determined and agreed to by both the County and the City. Prior to transfer, County shall improve the roads eligible for transfer to that Pavement Condition Index Factor or better.
- (7) As the City is transferred jurisdiction and maintenance responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.
- (8) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Agreement, in which case the terms of this Agreement shall prevail. It is the intention of the parties that no additional “mutual agreements” shall be necessary to effect road segment annexation. This Agreement is intended to convey the will of the parties concerning all road segments within the MSA.
- (9) Acceptance of maintenance of a road right-of-way by the City includes, but is not limited to: acceptance and maintenance of associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way, e.g., sidewalks, multi-use trails, signals, pedestrian and school crosswalks/flashers, signs, stormwater inlets, stormwater conveyance pipes, ditches, swales, guardrail, handrail and other appurtenances.
- (10) Acceptance of maintenance of a road right-of-way by the City with a railroad crossing will include all responsibilities associated with the railroad crossing. If the County has a maintenance agreement with the railroad for the crossing, the

agreement will be transferred to the City. Should the railroad notify the County that a railroad crossing requires improvement prior to that segment of road being annexed into the City, the County shall perform the necessary improvements prior to the road being transferred to the City.

- (11) If the City annexes platted, but unopened, rights-of-way, the County shall convey via quitclaim deed any interests it has over the platted, but unopened, rights-of-way.

c. *Exceptions.* The following roads are treated as exceptions to the aforementioned provisions regarding thoroughfare and non-thoroughfare County roads and shall remain roads that are maintained by the County regardless of status for the duration of this Amended and Restated Interlocal Agreement and any extensions:

- (1) Glencoe Road, with the exception of the segment running from Burnell Court south to the south end of the property line of Limestone Apartments (10101 Limestone Court); and

- (2) Williams Road.

d. *Transportation Planning and Coordination.*

- (1) The City and County agree to use the adopted River to Sea Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the impacted jurisdiction's comprehensive plans including the adopted River to Sea TPO Long Range Transportation Plan.

- (2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.

e. *Funding.* The City and County agree to work together to obtain funding sources for capital transportation improvements within the MSA.

f. *Maintenance.* The City and County may enter into maintenance agreements for certain segments of County roads within the MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.

g. *Continuing jurisdiction.* All roads over which jurisdiction is transferred to the City under the terms of this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files

that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.

9. Solid Waste.

- a. Beginning April 1, 2020, the City's solid waste contractor shall provide service to the entire MSA.
- b. Effective October 1, 2021, the City will direct all residential/commercial solid waste collected within the City boundaries, including the unincorporated part of the MSA, as amended, to the County's solid waste disposal facility located at 1990 Tomoka Farms Road Landfill, Port Orange, Florida. The City may direct their contracted hauler to dispose of yard trash at a permitted private disposal site. This section is not intended to infer or imply that the County has agreed or will agree to accept waste that is inconsistent with the County's landfill and/or waste disposal policies, the Volusia County Code, Florida Statutes, or any other applicable law.

10. Stormwater Management.

a. *Service Delivery Agreement*

- (1) The County shall require development within the unincorporated areas of the MSA to coordinate their stormwater management design and facilities with the City's stormwater master planning efforts.
- (2) All ditches and canals within the roadway systems that are to be transferred to the City must be maintained to the County's standard level of service by the County prior to the acceptance of such drainage infrastructure by the City.
- (3) To the extent available, the County shall provide all drainage system and rights-of-way maps that indicate county maintenance responsibilities and illustrate the drainage systems for roads within the MSA.
- (4) If the drainage system is shared with the County, then the City and the County may prepare a separate funding agreement for improvements, if needed.
- (5) To the extent available, the County shall provide copies of all work orders and records within the MSA for the last five (5) years.
- (6) The County shall provide information on all known recorded conservation areas, mitigation properties, and all determined wetland jurisdictional findings.
- (7) The County shall provide information to the City regarding all known repetitive flooding structures, as determined by the Federal Emergency Management Agency.
- (8) Those parcels considered wholly or partially within the City's boundaries shall be subject to the City's stormwater utility fee whether developed or otherwise. If a property is annexed into the City, the City's utility fee will take effect the following

year. There will be no County utility fee refunds or prorates for the year in which the property was annexed.

- b. *Funding.* The City shall be responsible for the capital and maintenance costs related to the infrastructure for compliance with NPDES regulations. However, for infrastructure that provides benefits for property outside of the City limits, the County and City may prepare a separate funding agreement to share in the cost and maintenance of the mutually benefiting infrastructure.
- c. *Drainage Basin Studies.* The County shall include the City as a participant in the drainage basin studies that directly impact the City.

11. Growth and Resource Management.

- a. *Planning and Development Services.*
 - (1) The City and County amended the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, as per the Original Agreement.
 - (2) Pursuant to the Original Agreement, the City adopted an MSA as an amendment to its comprehensive plan. The MSA shall include the area indicated in the attached Map 1 and the provisions established within the ISBA.
 - (3) Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within an MSA; and Section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to all lands in the MSA until the City annexes the land at issue and amends its comprehensive plan with respect to those lands. The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its comprehensive plan to the lands within the MSA in advance of annexation of those lands. In addition, the City's codes and regulations shall apply in advance of annexation upon the adoption by the City of a comprehensive plan amendment; and the City shall be authorized and empowered, pursuant to sections 163.3171(4), 171.207 and 171.208, Florida Statutes, to exercise such extraterritorial powers over such lands.
 - (4) The County shall act as the point of all permit processing, plan review (including fire), permit issuance, inspection, code enforcement, and interpretation of the County's comprehensive plan, zoning, and land development regulations for proposed development on lands that have not annexed into the City. The City shall act as the point of all permit processing, plan review (including fire), permit issuance, inspection, code enforcement, and interpretation of the city's comprehensive plan, zoning, and land development regulations for proposed development on lands that have annexed into the City. The County shall review applications for use permits for County rights-of-way within the MSA.
 - (5) The following additional finding is intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

Urban in Character. The unincorporated area in the MSA as depicted in Map 1 is anticipated for municipal annexation because it is “urban in character,” as that term is defined by Section 171.031(8), Florida Statutes.

b. *Building and Zoning.*

- (1) Through mutual agreements, the City and County may grant authorization to each other to perform plan review and inspections in their respective jurisdictions in certain situations (*i.e.*, County facilities within city limits, or City facilities in the unincorporated portions of the MSA). Plan review and inspections for a specific project must be performed by the same entity; these duties may not be divided between the County and City.

12. Fire Rescue

- a. The County and City shall continue to utilize a coordinated and unified approach for fire services.
- b. The County and City shall continue the current mutual aid agreement in place with Volusia County Fire Services (“VCFS”), hereby known as the Volusia County Fire Chiefs Association Interlocal Agreement for Fire/Rescue Service Mutual Aid within Volusia County. If that agreement should terminate without renewal, the City shall be solely responsible for fire services within the incorporated boundaries of the City unless service is otherwise stipulated in an agreement between the County and City.
- c. The incorporated boundaries of the City shall include those areas annexed into the City, including those areas annexed within the MSA.
- d. Maximum effective range for fire rescue apparatus under daily operations shall be within the expected service areas that are mutually agreed upon and designated by the Computer Aided Dispatch run card system.
- e. If at any time either agency believes there are disparities which result in either agency supplanting the other’s primary core fire/rescue/EMS services, the two agencies shall meet and determine a mutually beneficial remedy.
- f. The City and County will provide closest unit response regardless of call type for emergency and non-emergency fire and rescue calls regardless of boundaries.
- g. Fire hydrant ownership, jurisdiction and maintenance shall be transferred to the City as the surrounding infrastructure, including sidewalks and roads, is transferred via the annexation process contemplated by this Amended Agreement.
- h. The City agrees to notify VCFS of any application for action relative to the responsibilities defined within the Florida Fire Prevention Code for any unincorporated property within the MSA. The City agrees to notify VCFS in writing within five (5) working days of application receipt, and or processing of said application.

13. Notice. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Amended Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County: County of Volusia
Attn: County Manager
Copy to: County Attorney
123 West Indiana Avenue
DeLand, Florida 32720

If to the City: City of New Smyrna Beach
Attn: City Manager
Copy to: City Attorney
210 Sams Avenue
New Smyrna Beach, Florida 32168

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

14. Sole Benefit. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.
15. Authority. The City and County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
16. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.
17. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

18. Amendments. Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.
19. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent, and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided in this Agreement, or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control; provided however that all other terms of existing agreements remain in full force and effect.
20. Entire Understanding. Except as otherwise specifically set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreements, it shall not be constructed by a court of competent jurisdiction or tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.
21. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal jurisdiction and venue, if applicable, shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 (“Dispute Resolution”), paragraph 6 shall control.
22. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
23. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the MSA by the City and County; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforcement of the codes.
24. Adoption by County. The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.
25. Adoption by City. The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeff Brower
County Chair

Approved by:

County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public

ATTEST:

CITY OF NEW SMYRNA BEACH

Khalid Resheidat
City Manager

Russ Owen
Mayor

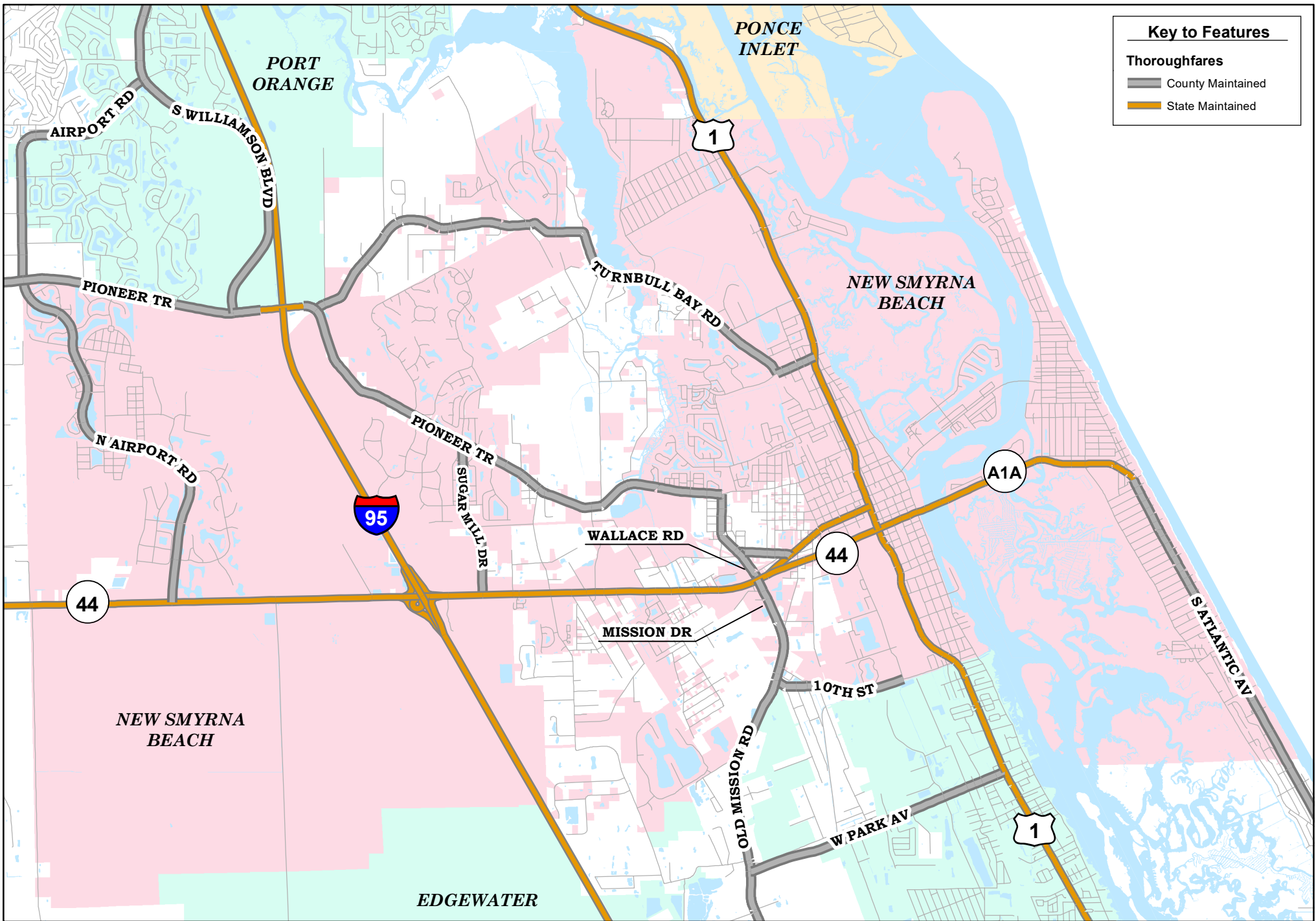
Approved by:

City Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Russ Owen and Khalid Resheidat, as Mayor and City Manager, respectively, on behalf of the City of New Smyrna Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the city. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public



Key to Features

Thoroughfares

- County Maintained
- State Maintained

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 01-22: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD AMEND THE PARKING WAIVER EXEMPTION IN THE ARTS OVERLAY DISTRICT.

March 22, 2022

Background:

Applicant: City of New Smyrna Beach, 210 Sams Avenue New Smyrna Beach, Florida 32168

Request: Conduct a review of the current regulation as it pertains to the Arts Overlay Parking Exemption.

Findings:

Exhibits used in this report:

Exhibit A: Proposed Changes

Exhibit B: Clean Version

Exhibit C: Arts Overlay District Map

The Economic Development Plan drafted by the Staff and community stakeholders in 2010, recommended the creation of an Art Overlay District that encompasses Canal Street. Staff worked with residents and various boards to obtain a consensus of where an arts district should be located and what, if any, regulations should apply to businesses and home occupations within the district.

Between February 2010 and March 2012, additional review was done by the Planning and Zoning Board, Historic New Smyrna Beach Preservation Commission, the Chamber of Commerce, New Smyrna Beach Board of Realtors, Canal Street Merchants, Volusia County Association of Responsible Development (VCARD), and public input from the City's website.

The Current Arts Overlay District is a geographical Overlay. This type of Overlay not only exists on paper but is applied to properties within a certain area. This district was created to stimulate the Canal Street Commercial district and on properties that were primarily zoned Mixed Use but some B-3 and R-5 properties were also included.

Now that the Canal Street Commercial District is thriving, and some may say it is at the brink of a parking shortage, Staff with help of our parking consultant VHB, have proposed

a revision to the current Arts Overlay District regulations as it pertains to parking.

Staff believes that the original parking waiver was created to simulate small businesses that required a small amount of parking on Canal Street. But currently it would seem that larger businesses, that would create a large volume of parking, are moving to Canal Street and if too many of these types of businesses are allowed to have a parking waiver, the City may create a parking issue that is currently on Flagler Avenue.

The parking consultant suggested only businesses that would create a parking demand of 10 parking spaces or less should be able to get a parking waiver since the City has on-street parking and some public parking lots around Canal Street. Staff agreed with the parking consultant but decided to allow businesses that would create a parking demand of 20 parking spaces or less to be eligible for the parking waiver.

At its regular scheduled meeting on December 6, 2021 the Planning and Zoning Board voted 6-0, member Causey absent, to recommend the City Commission to **approve** Staff request for modifying the business eligibility of a parking waiver in the Arts Overlay District.

Since that time, the City Attorney has reviewed the requested amendment and recommended that the language in the Purpose and Intent stating that whether a proposed business is eligible for the incentives provided is determined by the Administrative Official be stricken. The language is ambiguous and suggests that the list of eligible businesses can be amended by staff. The list of eligible businesses is legislatively adopted and cannot be revised without a text amendment.

Staff is recommending the City Commission to **approve** proposed amendment to the Arts Overlay District as it pertains to the parking waiver.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Robert Mathen - Planner II

Attachments:

[Exhibit A Proposed Arts Overlay District V4.pdf](#)

[Exhibit B Proposed Arts Overlay District V4 Clean.pdf](#)

[Exhibit C Arts Overlay District Map.pdf](#)

Consultant_Proposed_Arts_Overlay_DistrictV2.pdf
Ord 01-22 Amending Art V Sec 504.02 Arts Overlay District.pdf

504.02 Specific Regulations by District

ARTS OVERLAY DISTRICT

Purpose and Intent:

The purpose of the Arts Overlay District is to encourage a desired mix of appropriate business uses oriented toward or supporting the visual, performing, cultural, literary, decorative, and culinary arts theme. While any business listed in the underlying zoning district is permitted, only those business uses related and contributing directly to the arts theme shall be eligible for the incentives detailed below. Determination of whether a proposed business is eligible shall be determined by the Administrative Official or designee.

Eligible businesses:

Art Galleries or Studios

Bakeries

Breweries

Cafes

Coffee shops

Distillers

Galleries

Museums

Retail sales and services associated with the visual, performing, cultural, literary, decorative, or culinary arts

Restaurants

Theatres

Incentives (Commercially zoned properties):

Eligible businesses located on a parcel that is commercially zoned shall be permitted the following incentives:

Parking waiver. On-site parking requirements shall be waived for all eligible businesses that would require 20 parking spaces or less, before any special parking district exemption discount, where existing on-street public parking or a public parking lot exists within 1,000 feet of the eligible business. Any non-eligible business will be required to meet Land Development Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.

Storage. Outdoor storage is generally prohibited; however, temporary display and limited activities pertinent to the business that contribute to the character of the Arts Overlay District shall be permitted. Such displays shall be directly in front of the business and shall be removed daily at the close of business. All displays shall be placed to maintain a minimum 36-inch clearance, as required by the Americans with Disabilities Act.

Special events. Special events may include, but are not limited to Images Art Show, Art Fiesta, and monthly gallery walks. Additional special events may be permitted by the City Commission within a specifically defined area of the Arts Overlay District. All proposed special events shall be reviewed by the Special Events Committee and approved by the City Commission if public property will be utilized for the event.

Sales of alcoholic beverages for consumption on premises. Eligible businesses shall be exempt from the distance requirements of the City's Code of Ordinances and Land Development Regulations.

Incentives (Residentially zoned properties):

Eligible businesses located on a parcel that is residentially zoned may be permitted the following incentives as part of a special exception use that is reviewed by the Planning and Zoning Board and approved by the City Commission:

Parking waiver. On-site parking requirements may be waived for all eligible businesses that would require 20 non-discounted parking spaces or less, where existing on-street public parking or a public parking lot exists within 200 feet of the eligible business. Any non-eligible business will be required to meet Land Development Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.

Storage. Outdoor storage is generally prohibited; however, temporary display and limited activities pertinent to the business that contribute to the character of the Arts Overlay District shall be permitted. Such displays shall be directly in front of the business and shall be removed daily at the close of business. All displays shall be placed to maintain a minimum 36-inch clearance, as required by the Americans with Disabilities Act.

Special events. Special events may include, but are not limited to images art show, art fiesta, and monthly gallery walks. Additional special events may be permitted by the city commission within a specifically defined area of the arts overlay district. All proposed special events shall be reviewed by the special events committee and approved by the city commission if public property will be utilized for the event.

Sales of alcoholic beverages for consumption on premises. Eligible businesses may be exempt from the distance requirements of the city's Code of Ordinances and Land Development Regulations.

All special exception uses must meet the special exception criteria outlined in section 305.04 of this LDR. In addition, all special exception uses shall meet the following criteria in order to protect the residential character of the surrounding area:

The business location must also be the primary residence of the business owner.

One non-illuminated sign shall be permitted. The maximum allowed sign area shall not exceed ten square feet of copy area.

504.02 Specific Regulations by District

ARTS OVERLAY DISTRICT

Purpose and Intent:

The purpose of the Arts Overlay District is to encourage a desired mix of appropriate business uses oriented toward or supporting the visual, performing, cultural, literary, decorative, and culinary arts theme. While any business listed in the underlying zoning district is permitted, only those business uses related and contributing directly to the arts theme shall be eligible for the incentives detailed below. Determination of whether a proposed business is eligible shall be determined by the Administrative Official or designee.

Eligible businesses:

- Art Galleries or Studios
- Bakeries
- Breweries
- Cafes
- Coffee shops
- Distillers
- Museums
- Retail sales and services associated with the visual, performing, cultural, literary, decorative, or culinary arts
- Restaurants
- Theatres

Incentives (Commercially zoned properties):

Eligible businesses located on a parcel that is commercially zoned shall be permitted the following incentives:

Parking waiver. On-site parking requirements shall be waived for all eligible businesses that would require 20 parking spaces or less, before any special parking district exemption discount, where existing on-street public parking or a public parking lot exists within 1,000 feet of the eligible business. Any non-eligible business will be required to meet Land Development Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.

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Sales of alcoholic beverages for consumption on premises. Eligible businesses shall be exempt from the distance requirements of the City's Code of Ordinances and Land Development Regulations.

Incentives (Residentially zoned properties):

Eligible businesses located on a parcel that is residentially zoned may be permitted the following incentives as part of a special exception use that is reviewed by the Planning and Zoning Board and approved by the City Commission:

Parking waiver. On-site parking requirements may be waived for all eligible businesses that would require 20 non-discounted parking spaces or less, where existing on-street public parking or a public parking lot exists within 200 feet of the eligible business. Any non-eligible business will be required to meet Land Development Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.

Storage. Outdoor storage is generally prohibited; however, temporary display and limited activities pertinent to the business that contribute to the character of the Arts Overlay District shall be permitted. Such displays shall be directly in front of the business and shall be removed daily at the close of business. All displays shall be placed to maintain a minimum 36-inch clearance, as required by the Americans with Disabilities Act.

Special events. Special events may include, but are not limited to images art show, art fiesta, and monthly gallery walks. Additional special events may be permitted by the city commission within a specifically defined area of the arts overlay district. All proposed special events shall be reviewed by the special events committee and approved by the city commission if public property will be utilized for the event.

Sales of alcoholic beverages for consumption on premises. Eligible businesses may be exempt from the distance requirements of the city's Code of Ordinances and Land Development Regulations.

All special exception uses must meet the special exception criteria outlined in section 305.04 of this LDR. In addition, all special exception uses shall meet the following criteria in order to protect the residential character of the surrounding area:

The business location must also be the primary residence of the business owner.

One non-illuminated sign shall be permitted. The maximum allowed sign area shall not exceed ten square feet of copy area.

ART DISTRICT

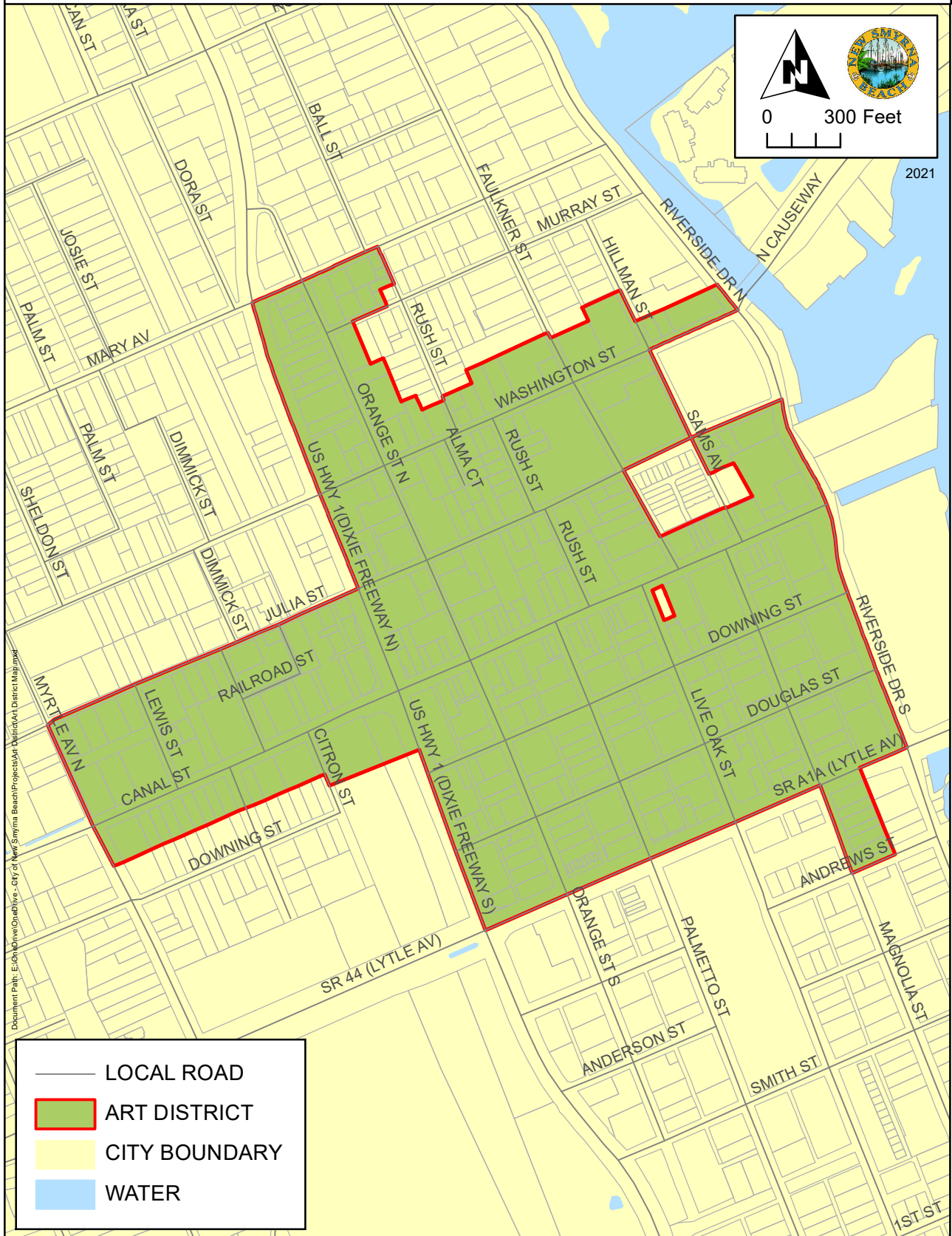


EXHIBIT A: Consultant Proposed Changes

504.02 Specific Regulations by District

ARTS OVERLAY DISTRICT

Purpose and Intent:

The purpose of the Arts Overlay District is to encourage a desired mix of appropriate business uses oriented toward or supporting the visual, performing, cultural, literary, decorative, and culinary arts theme. While any business listed in the underlying zoning district is permitted, only those business uses related and contributing directly to the arts theme shall be eligible for the incentives detailed below. Determination of whether a proposed business is eligible shall be determined by the Administrative Official or designee.

Eligible businesses:

Bakeries – that require 10 parking spaces or less

Brewery's – with 30 seats or less

Cafes – with 30 seats or less

Coffee shops – with 30 seats or less

Distiller's – with 30 seats or less

Galleries that require 10 parking spaces or less

Retail sales and services associated with the visual, performing, cultural, literary, decorative, or culinary arts – that require 10 parking spaces or less

Restaurants – with 30 seats or less

Theatres that require 10 parking spaces or less

Incentives (Commercially zoned properties):

Eligible businesses located on a parcel that is commercially zoned shall be permitted the following incentives:

Parking waiver. On-site parking requirements shall be waived for all eligible businesses where existing on-street public parking or a public parking lot exists within 200 feet of the eligible business. Any non-eligible business will be required to meet Land Development Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.

Storage. Outdoor storage is generally prohibited; however, temporary display and limited activities pertinent to the business that contribute to the character of the Arts Overlay District shall be permitted. Such displays shall be directly in front of the business and shall be removed daily at the close of business. All displays shall be placed to maintain a minimum 36-inch clearance, as required by the Americans with Disabilities Act.

Special events. Special events may include, but are not limited to Images Art Show, Art Fiesta, and monthly gallery walks. Additional special events may be permitted by the

City Commission within a specifically defined area of the Arts Overlay District. All proposed special events shall be reviewed by the Special Events Committee and approved by the City Commission if public property will be utilized for the event.

Sales of alcoholic beverages for consumption on premises. Eligible businesses shall be exempt from the distance requirements of the City's Code of Ordinances and Land Development Regulations.

Incentives (Residentially zoned properties):

Eligible businesses located on a parcel that is residentially zoned may be permitted the following incentives as part of a special exception use that is reviewed by the Planning and Zoning Board and approved by the City Commission:

Parking waiver. On-site parking requirements may be waived for all eligible businesses where existing on-street public parking or a public parking lot exists within 200 feet of the eligible business.

Storage. Outdoor storage is generally prohibited; however, temporary display and limited activities pertinent to the business that contribute to the character of the Arts Overlay District shall be permitted. Such displays shall be directly in front of the business and shall be removed daily at the close of business. All displays shall be placed to maintain a minimum 36-inch clearance, as required by the Americans with Disabilities Act.

Special events. Special events may include, but are not limited to images art show, art fiesta, and monthly gallery walks. Additional special events may be permitted by the city commission within a specifically defined area of the arts overlay district. All proposed special events shall be reviewed by the special events committee and approved by the city commission if public property will be utilized for the event.

Sales of alcoholic beverages for consumption on premises. Eligible businesses may be exempt from the distance requirements of the city's Code of Ordinances and Land Development Regulations.

All special exception uses must meet the special exception criteria outlined in section 305.04 of this LDR. In addition, all special exception uses shall meet the following criteria in order to protect the residential character of the surrounding area:

The business location must also be the primary residence of the business owner.

One non-illuminated sign shall be permitted. The maximum allowed sign area shall not exceed ten square feet of copy area.

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ORDINANCE NO. 01-22

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**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH
AMENDING THE LAND DEVELOPMENT REGULATIONS;
AMENDING ARTICLE V, ZONING DISTRICTS, SECTION 504.02,
SPECIFIC REGULATIONS BY DISTRICT, TO REVISE THE
PARKING REQUIREMENTS IN THE ARTS OVERLAY
DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING
FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

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WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article V, Zoning District, Section 504.02, Specific Regulations by District, to revise the parking requirements applicable to properties located in the Arts Overlay District; and

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WHEREAS, the Planning and Zoning Board, at its regular meeting on December 6, 2021, recommended that the City Commission approve the text amendment by a vote of 6-0; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: Amendment. That New Smyrna Beach Land Development Regulations, Article V, Zoning District, Section 504.02, Specific Regulations by District, is hereby amended to read as follows: (Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)

504.02 Specific Regulations by District

ARTS OVERLAY DISTRICT

Purpose and Intent: The purpose of the Arts Overlay District is to encourage a desired mix of appropriate business uses oriented toward or supporting the visual, performing, cultural, literary, decorative, and culinary arts theme. While any business listed in the underlying zoning district is permitted, only those business uses related and contributing directly to the arts theme shall be eligible for the incentives detailed below. ~~Determination of whether a proposed business is eligible shall be determined by the Administrative Official or designee.~~

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Eligible businesses:

- Art Galleries or Studios
- Bakeries
- Breweries
- Cafes
- Coffee shops
- Distillers
- ~~Galleries~~
- Museums
- Retail sales and services associated with the visual, performing, cultural, literary, decorative, or culinary arts
- Restaurants
- Theatres

Incentives (Commercially zoned properties): Eligible businesses located on a parcel that is commercially zoned shall be permitted the following incentives:

Parking waiver. On-site parking requirements shall be waived for all eligible businesses that require 20 parking spaces or less, before any special parking district exemption discount, where existing on-street public parking or a public parking lot exists within 1,000 feet of the eligible business. Any non-eligible business will be required to meet Land Development Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.

Storage. Outdoor storage is generally prohibited; however, temporary display and limited activities pertinent to the business that contribute to the character of the Arts Overlay District shall be permitted. Such displays shall be directly in front of the business and shall be removed daily at the close of business. All displays shall be placed to maintain a minimum 36-inch clearance, as required by the Americans with Disabilities Act.

Special events. Special events may include, but are not limited to Images Art Show, Art Fiesta, and monthly gallery walks. Additional special events may be permitted by the City Commission within a specifically defined area of the Arts Overlay District. All proposed special events shall be reviewed by the Special Events Committee and approved by the City Commission if public property will be utilized for the event.

Sales of alcoholic beverages for consumption on premises. Eligible businesses shall be exempt from the distance requirements of the City’s Code of Ordinances and Land Development Regulations.

88 *Incentives (Residentially zoned properties):* Eligible businesses located on a parcel that is
89 residentially zoned may be permitted the following incentives as part of a special excep-
90 tion use that is reviewed by the Planning and Zoning Board and approved by the City
91 Commission:

92
93 *Parking waiver.* On-site parking requirements may be waived for all eligible
94 businesses that require 20 non-discounted parking spaces or less, where existing
95 on-street public parking or a public parking lot exists within 200 feet of the eligi-
96 ble business. Any non-eligible business will be required to meet Land Develop-
97 ment Regulation Section 604.09, Off-Street Parking, Loading, and Driveways.
98

99 *Storage.* Outdoor storage is generally prohibited; however, temporary display and
100 limited activities pertinent to the business that contribute to the character of the
101 Arts Overlay District shall be permitted. Such displays shall be directly in front of
102 the business and shall be removed daily at the close of business. All displays shall
103 be placed to maintain a minimum 36-inch clearance, as required by the Americans
104 with Disabilities Act.
105

106 *Special events.* Special events may include, but are not limited to images art show,
107 art fiesta, and monthly gallery walks. Additional special events may be permitted
108 by the city commission within a specifically defined area of the arts overlay dis-
109 trict. All proposed special events shall be reviewed by the special events commit-
110 tee and approved by the city commission if public property will be utilized for the
111 event.
112

113 *Sales of alcoholic beverages for consumption on premises.* Eligible businesses
114 may be exempt from the distance requirements of the city's Code of Ordinances
115 and Land Development Regulations.
116

117 All special exception uses must meet the special exception criteria outlined in section
118 305.04 of this LDR. In addition, all special exception uses shall meet the following crite-
119 ria in order to protect the residential character of the surrounding area:
120

121 The business location must also be the primary residence of the business owner.
122

123 One non-illuminated sign shall be permitted. The maximum allowed sign area
124 shall not exceed ten square feet of copy area.
125

126 The business shall only be allowed to operate between the hours of 9:00 a.m. to
127 7:00 p.m. Monday—Saturday, and from 10:00 a.m. to 5:00 p.m. on Sunday. The
128 hours of operation may be extended if the home-based business is participating
129 in a special event approved by the special events committee or city commission.
130

131 **SECTION 2: Codification.** Following adoption of this ordinance, the City Clerk shall transmit
132 a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified
133 into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for
134 said codification service is hereby approved.

135

136 **SECTION 3: Public Hearing.** That the public hearing considering the adoption of this ordi-
137 nance shall be held at 6:30 p.m. on January 25, 2022 in the City Commission Chambers, 214
138 Sam Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a),
139 F.S.

140

141 **SECTION 4: Conflicting Ordinances.** That all ordinances or parts thereof that are in conflict
142 with this ordinance shall be and the same are hereby rescinded and repealed.

143

144 **SECTION 5: Severability.** That if any section, sentence, clause or phrase of this ordinance is
145 held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
146 no way affect the validity of the remaining portions of this ordinance.

147

148 **SECTION 6: Effective Date.** That this ordinance shall take effect immediately upon its final
149 adoption.

150

151

152 **APPROVED AS TO FORM AND CORRECTNESS:**

153

154

155

156

157

158

159



CARRIE AVALLONE
City Attorney

DATE: 1/4/2022

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

ORDINANCE NO. 08-22: CONDUCT THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD APPROVE THE CITY ZONE REDISTRICTING.

March 22, 2022

Background:

Article III, Section 3.07 of the City Charter requires the City Commission to redraw the Commission zone boundaries following each decennial census.

The criteria in Section 3.07 is as follows:

1. Zones shall be equal in population except where deviations from equality result from the application of the provisions hereinafter set forth, but no such deviation may exceed five percent of the average population for all city commission zones according to the figures available from the most recent census.
2. Zones should be drawn in a manner that keeps neighborhoods intact to the extent possible.
3. Zones shall consist of contiguous territory; but land areas separated by waterways shall not be included in the same zone unless said waterways are traversed by highway bridges, tunnels, or regularly scheduled ferry services both termini of which are within the zone, except that, population permitting, islands not connected to the mainland or to other islands by bridge, tunnel, or regular ferry services shall be included in the same zone as the nearest land area within the city.
4. Consistent with the foregoing provisions, the aggregate length of all zone boundaries shall be as short as possible.

The procedures per Section 3.07 are as follows:

- a. The city commission shall complete the reapportionment plan within six (6) months after the official publication of the census.
- b. Proposed plans must be available to the public for inspection and comment not less than one (1) month before the first public hearing on said plan. The plan shall include a map and description of the zones recommended.

c. The city commission shall review and adopt the reapportionment plan as an ordinance by an affirmative vote of three (3) members of the commission.

The redrawing of zones, upon becoming law, shall not affect the remaining terms of those presently elected officials.

During the commission's public workshop on 12/15/2021, the commission reviewed several scenarios of the redistricting map. As a result of the discussions, the commission decided to examine scenario #5 map.

At a special meeting open to the public on January 11, 2022, the City Commission made further recommendations to refine the map. Those recommendations were incorporated and presented again to the public at a public hearing at the regular City Commission meeting held February 8, 2022.

Attached please find the proposed reapportionment plan that achieves the goals of the Charter to the greatest extent possible. The population numbers are balanced within 5%.

Findings:

The City has received its Census data from Volusia County on September 28, 2021. After receipt of the official data, the City has six months to complete the reapportionment plan.

Using the census data, attached is a map showing the 2020 populations in the four city commission zones. Also attached is a map showing the populations that were used to redraw the city commission zones in 2011, which was the last time the zones were redrawn.

The final public hearing on this proposed redistricting will be held on March 22, 2022.

Fiscal Analysis:

N/A

Strategic Plan Item:

Yes

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

[Ord 08-22 City Zone Redistricting.pdf](#)

[Exhibit A and B.pdf](#)

1
2
3 **ORDINANCE NO. 08-22**
4

5 **AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH**
6 **REAPPORTIONING THE CITY'S COMMISSION ZONES;**
7 **PROVIDING FOR AMENDMENT OF THE APPENDIX TO THE**
8 **CITY CHARTER TO REDEFINE THE BOUNDARIES OF THE**
9 **CITY COMMISSION ZONES; PROVIDING FOR**
10 **CODIFICATION; PROVIDING FOR PUBLIC HEARING;**
11 **PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING**
12 **FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
13

14 *WHEREAS*, Section 3.07 of the City of New Smyrna Beach Charter requires that the
15 City Commission reapportion the four (4) city commission zones following each decennial
16 census into contiguous and compact areas that are nearly equal in population, and in a manner
17 that keeps neighborhoods intact, to the greatest extent possible; and
18

19 *WHEREAS*, the City Manager and the GIS Analyst prepared a report providing
20 alternative redesignations of zone boundaries utilizing 2020 U.S. Census data to comply with the
21 Charter; and
22

23 *WHEREAS*, the City Commission held a public workshop on December 15, 2021, a
24 special meeting open to the public on January 11, 2022, and an additional public hearing at the
25 regular City Commission meeting on February 8, 2022, to consider all the alternatives and
26 receive public input; and
27

28 *WHEREAS*, the City Commission considers it is in the best interest of the electors of
29 the City of New Smyrna to approve the proposed Reapportionment Plan for the City of New
30 Smyrna Beach City Commission Zones as more particularly set forth hereinafter.
31

32
33 ***NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE***
34 ***CITY OF NEW SMYRNA BEACH, FLORIDA:***
35

36 ***SECTION 1: Reapportionment Plan.*** That the City Commission of the City of New Smyrna
37 Beach hereby reapportions the City Commission Zones for the City of New Smyrna Beach in the
38 following manner:
39

40 **SEE EXHIBIT "A" ATTACHED HERETO**
41 **AND MADE A PART HEREOF.**
42

43 **SECTION 2: Amendment.** That the Appendix of the City of New Smyrna Beach Charter is
44 hereby amended to adjust the boundaries of the City of Commission Zones and shall hereinafter
45 read as follows:

46 **SEE EXHIBIT "B" ATTACHED HERETO**
47 **AND MADE A PART HEREOF.**
48

49 **SECTION 3: Conduct of City Elections.** The Reapportionment Plan adopted in Section 1
50 above and the adjustment of the boundaries of City Commission Zones adopted in Section 2
51 above shall be effective for the conduct of every City election after the adoption of this
52 ordinance. The adoption on Sections 1 and 2 above shall not affect the terms of any incumbent
53 City Commissioner so long as the Commissioner remains a qualified elector at the
54 Commissioner's residence at the time of adoption of this ordinance or changes residence to a
55 location within the Commissioner's Zone as adjusted in Section 2 above.
56

57 **SECTION 4. Codification.** Following adoption of this ordinance, the City Clerk shall transmit
58 a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified
59 into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for
60 said codification service is hereby approved.
61

62 **SECTION 5: Public Hearing.** That the public hearing considering the adoption of this
63 ordinance shall be held at 6:30 p.m. on March 22, 2022, in the City Commission Chambers, 214
64 Sam Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a),
65 F.S.
66

67 **SECTION 6: Conflicting Ordinances.** That all ordinances or parts thereof that are in conflict
68 with this ordinance shall be and the same are hereby rescinded and repealed.
69

70 **SECTION 7: Severability.** That if any section, sentence, clause or phrase of this ordinance is
71 held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
72 no way affect the validity of the remaining portions of this ordinance.
73

74 **SECTION 8: Effective Date.** That this ordinance shall take effect immediately upon its final
75 adoption.
76
77

78 **APPROVED AS TO FORM AND CORRECTNESS:**
79

80 
81 _____
82 **CARRIE AVALLONE**
83 **City Attorney**
84

85 **DATE:** 3/1/2022
86

EXHIBIT "A"

2011 ADOPTED CITY COMMISSION ZONES

Commission Zones
Scenario 1

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- City Limits
- Elected officials home locations

1 Commission Zone
0000 2010 Census Population
Population needed per zone
to balance zones is 5,617
Total Population is 22,489



0 2000 Feet

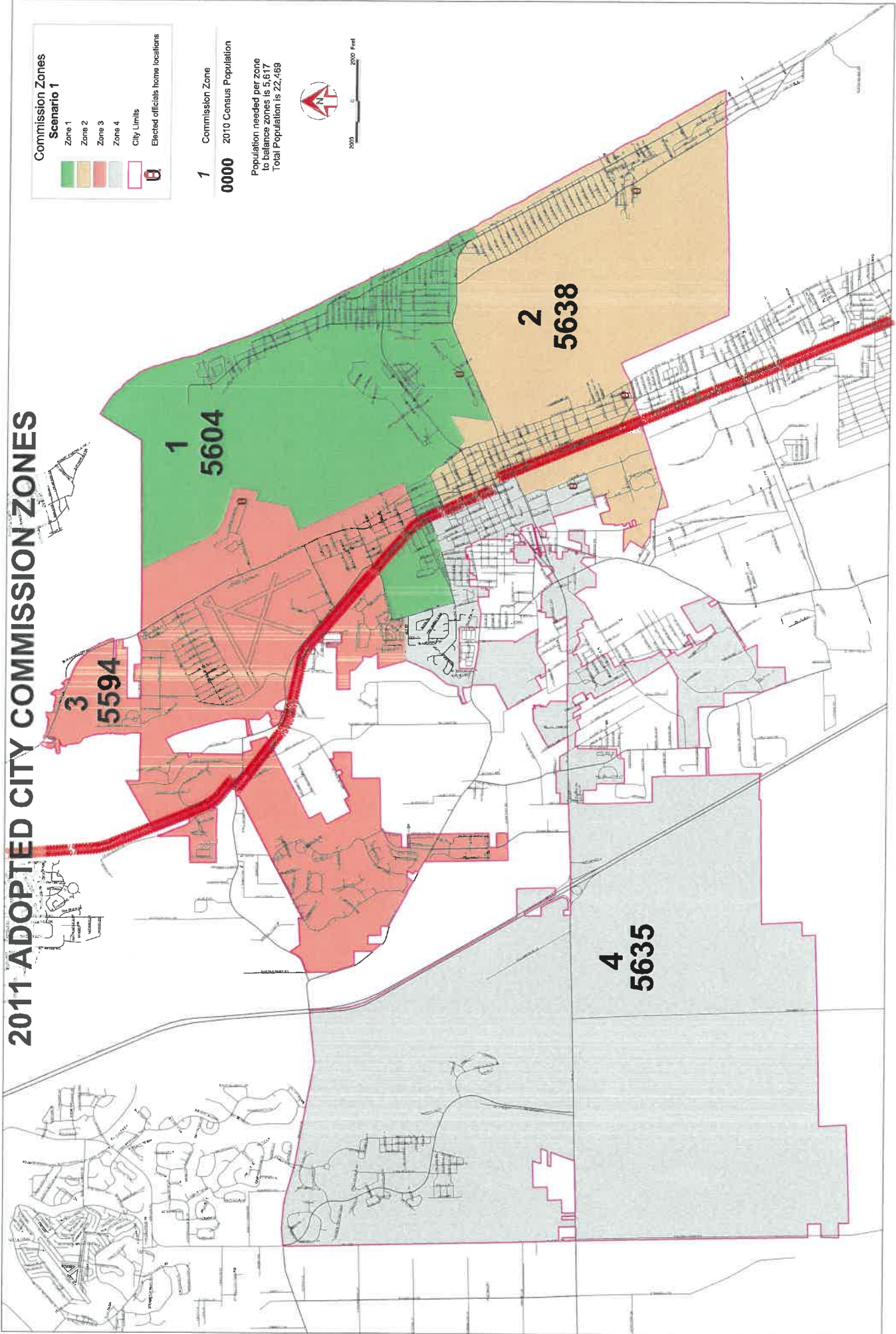


EXHIBIT "A"

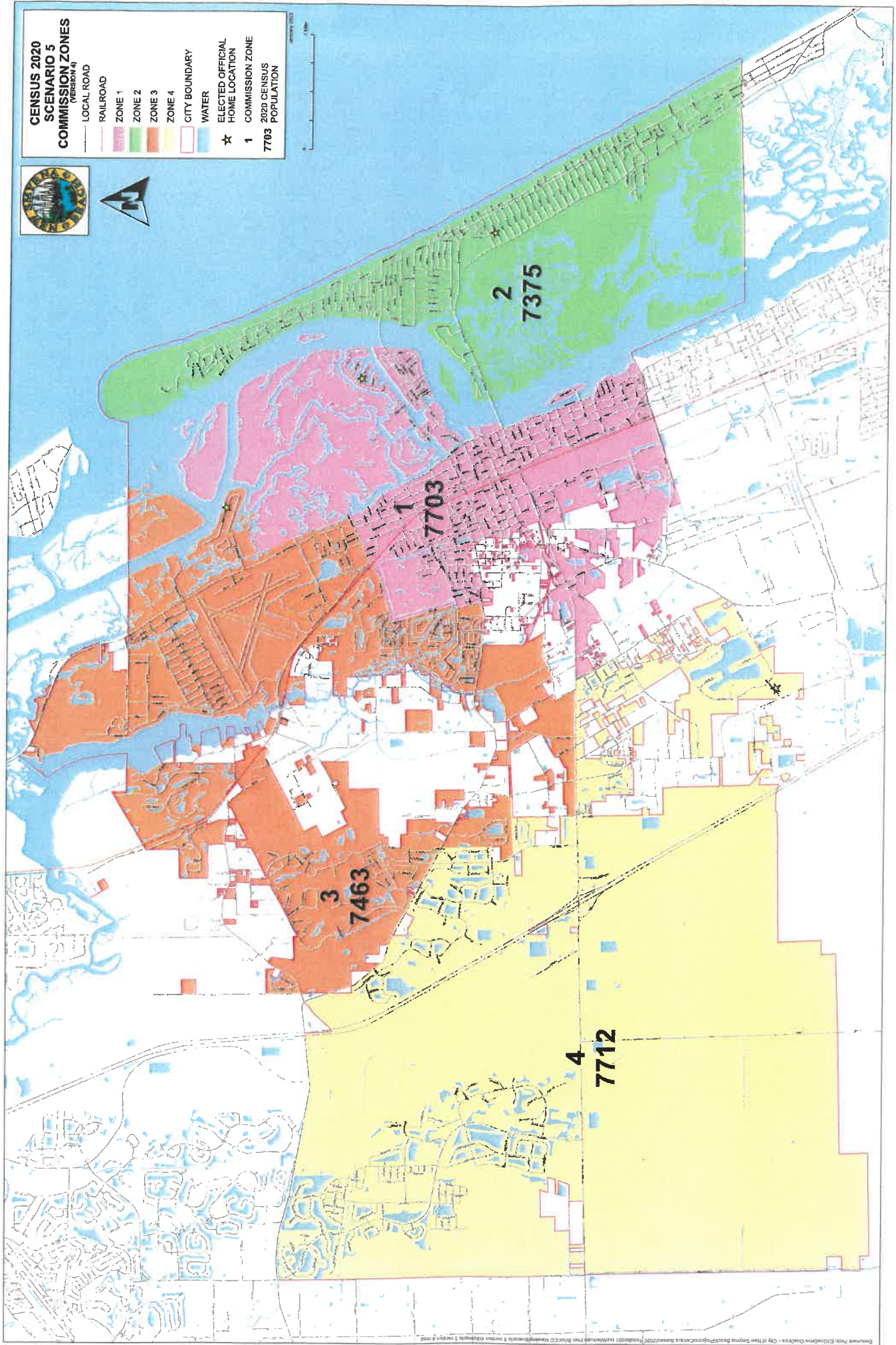


EXHIBIT "A"

Appendix

Zone Boundaries

OLD

Zone 1: All that portion of the city lying south of the northeastern most point of the northeastern city limits of the City of New Smyrna Beach, bounded on the east by the Atlantic Ocean and bounded on the south by the centerline of 7th Avenue from its easterly boundary to its intersection with the centerline of State Highway A1A; thence northerly and westerly along the centerline of A1A to its intersection with the centerline of Indian River North; thence northerly along the centerline of Indian River North to its intersection with the southerly prolongation of the southerly centerline of Smyrna Creek; thence westerly and northerly along the centerline of Smyrna Creek to its intersection with the centerline of the North Causeway as presently located; thence westerly along the centerline of the North Causeway to its intersection with the centerline of North Riverside Drive as presently located; thence northerly along the centerline of North Riverside Drive to its intersection with the southerly centerline of Ronnoc Lane as presently located; thence westerly along the centerline of Ronnoc Lane to its intersection with the centerline of the Florida East Coast Railway track as presently located; thence northerly along the centerline of the Florida East Coast Railway track to its intersection with the southerly centerline of Richard Street as presently located; thence westerly along the centerline of Richard Street to its intersection with the northern terminus of Myrtle Avenue and western terminus of Richard Street and eastern terminus of Martin Street; thence westerly along the centerline of Martin Street to its intersection with the southerly centerline of Wayne Avenue; thence westerly along the centerline of Wayne Avenue to its intersection with the easterly centerline of Fairway Drive as presently located; thence northerly along the centerline of Fairway Drive to its intersection with the southerly centerline of Fairgreen Avenue as presently located; thence easterly along the centerline of Fairgreen Avenue to its intersection with the centerline of the Florida East Coast Railway; thence southerly along the centerline of the Florida East Coast Railway track to its intersection with the northerly centerline of Wayne Avenue as presently located; thence easterly to a point north and east of the eastern terminus of Wayne Avenue westerly prolongation of the westerly centerline of Smyrna Creek; thence westerly and northerly along the centerline of Smyrna Creek to a point where it would intersect with the northern boundary of the City of New Smyrna Beach, Florida; thence in a northeasterly direction to the northeastern most point of the northeastern city limits of the

City of New Smyrna Beach.

NEW

Zone 1: Legal Description to be added by Cory Surveying.

OLD

Zone 2: All that portion of the City of New Smyrna Beach, Florida, bounded on the east by the Atlantic Ocean, south to the city limits of the City of New Smyrna Beach, Florida; thence following the south city limits to its intersection with the centerline of 10th Street as presently located; thence westerly along said centerline of 10th Street westerly and northerly, following the southerly boundaries of the City to the intersection of the southerly centerline of Joel Street and westerly centerline of Stacey Lane as presently located; thence northerly along the centerline of Stacey Lane to the intersection with the southerly centerline of Cavedo Street as presently located; thence easterly along the centerline of Cavedo Street to the intersection with the easterly centerline of Myrtle Avenue as presently located; thence northerly along the centerline of Myrtle Avenue to the intersection with the southerly centerline of State Road 44 (Lytle Avenue) as presently located; thence easterly along the centerline of State Road 44 (Lytle Avenue) to its intersection with the centerline of Florida East Coast Railway tracks as presently located; thence northerly along the centerline of Florida East Coast Railway tracks to its intersection with the southerly centerline of Ronnoc Lane as presently located; thence easterly along the centerline of Ronnoc Lane to its intersection with the westerly centerline of Riverside Drive as presently located; thence southerly along the centerline of Riverside Drive to its intersection with the northerly centerline of the North Causeway as presently located; thence northeasterly and easterly along the centerline of North Causeway to the intersection of the centerline of Smyrna Creek; thence southerly and easterly along the prolongation of the centerline of Smyrna Creek to its intersection with the centerline of Indian River North; thence southerly along the centerline of Indian River North to its intersection with the centerline of State Highway A1A; thence easterly along the centerline of State Highway A1A to the centerline of 7th Avenue; thence easterly along said centerline of 7th Avenue to the Atlantic Ocean.

NEW

Zone 2: Legal Description to be added by Cory Surveying.

OLD

Zone 3: All of that portion of the City of New Smyrna Beach, Florida, bounded on the east by Smyrna Creek to a point where it would intersect with the northernmost boundary of the City of New Smyrna Beach, Florida; thence easterly and southerly along the centerline

of Smyrna Creek to its intersection with the northern terminus of North Riverside Drive and eastern terminus of the northerly centerline of Wayne Avenue, as presently located; thence westerly along said centerline of Wayne Avenue to its intersection with the centerline of the Florida East Coast Railway tracks as presently located; thence northerly along said centerline of the Florida East Coast Railway tracks to its intersection with the southerly centerline of Fairgreen Avenue; thence westerly along the centerline of Fairgreen Avenue to its intersection with the westerly centerline of Fairway Drive as presently located; thence southerly along said centerline of Fairway Drive to a point south of Birdie Drive and north of Sea Street; thence westerly to the City boundary line; thence northerly and westerly along the City boundary, as located east of Interstate Highway 95 and north of Cemetery Road as presently located; thence northerly and westerly along the city limits to the point where said city limits intersects with the centerline of County Road 4118 (Pioneer Trail) as presently located; thence northwesterly and easterly along the city limits to the northernmost point of the north city limits; thence northerly and easterly along the city limits to the point where said city limits intersects with the centerline of Smyrna Creek where it would intersect with the northern boundary of the City of New Smyrna Beach.

NEW

Zone 3: Legal Description to be added by Cory Surveying.

OLD

Zone 4: Beginning at the northwestern most boundary of the City of New Smyrna Beach, Florida; thence easterly along the northern most boundary of the City to the intersection of the centerline of Interstate Highway 95 as presently located; thence southerly along the said centerline of Interstate Highway 95 to the intersection of the northern centerline of State Road 44 as presently located; thence easterly and northerly to a point located west and between Birdie Drive and Sea Street as presently located; thence easterly to the westerly centerline of Fairway Drive as presently located; thence southerly along said centerline of Fairway Drive to the southerly centerline of Wayne Avenue as presently located; thence easterly along said centerline of Wayne Avenue to the western terminus of Martin Street as presently located; thence easterly along the centerline of Martin Street to the western terminus of Richard Street as presently located; thence easterly along the centerline of Richard Street to the westerly centerline of the Florida East Coast Railway tracks as presently located; thence southerly along the centerline of the Florida East Coast Railway tracks to the northerly centerline of State Road 44 (Lytle Avenue) as presently located; thence westerly along said centerline of State Road 44 (Lytle Avenue) to the westerly centerline of Myrtle Avenue as presently located; thence southerly along the said centerline of Myrtle Avenue to the northerly centerline of Cavedo Street; thence westerly and southerly to the

southwestern most boundary of the City of New Smyrna Beach, Florida; thence in a northerly direction along the west city limits following the west city limits to its intersection with the northwestern most boundary of the City of New Smyrna Beach, Florida, as located at the centerline of County Road 4118 (Pioneer Trail).

NEW

Zone 4: Legal Description to be added by Cory Surveying.

EXHIBIT "B"

Legal Descriptions to be added by Cory Surveying based on attached map.

Zone 1:

Zone 2:

Zone 3:

Zone 4:

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER THE APPROVAL OF SPECIAL EXCEPTION, SE-3-21, FOR THE PROPERTY LOCATED AT 1701 STATE ROAD 44.

March 22, 2022

Background:

I. Summary

- 1. Applicant:** Melanie Labon, 3419 WD Judge Drive, Suite 150, Orlando, FL 32808
- 2. Property Owner:** Fox Firestone, VMRE LLC, PO Box 232, New Smyrna Beach, 32170
- 3. Request:** Special exception approval to allow recreation vehicle sales, including all vehicles with two wheels.
- 4. Subject Area:** The subject property consists of approximately 0.75 acres; is zoned B-3 Highway Service Business District, and is generally located on the north side of Canal Street, one parcel east of Wells Fargo bank, located at the northeast corner of Wallace road and SR 44.
- 5. Tax ID #:** 7419-00-00-0350

Findings:

II. Findings

Exhibits:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Survey

Exhibit D: Photo of recreational vehicle type

Exhibit E: Applicant's presentation- ICON

Exhibit F: Applicant's presentation- NSB

1. At the February 7, 2022 Planning and Zoning Board (P&Z) meeting, the P&Z voted 5-0 to recommend the City Commission approve this Special Exception request with the following conditions:

- a. The retention pond is restored to its functional use and the repairs are approved by the City's Engineering Department;
- b. The trees are mitigated that were removed; and
- c. The sale of recreational vehicles is limited to low-speed vehicles (not travel trailers, fifth wheels, motorhomes, and the like).

2. A new site plan with a landscaping plan, including replacement trees, has been submitted. The plans also include details for the retention areas being restored to functionality.

3. In 2007, the subject parcel was developed as a dirt bike and all-terrain vehicle sales and repair shop, with bicycle sales and repair as a smaller component of the business. At the time, this was a permitted use in the B-3 Highway Service Business District. However, in 2019, a Zoning Text Amendment changed what was the permitted use of recreation vehicle sales in the B-3 to require Special Exception approval from the City Commission, with a recommendation from the Planning and Zoning Board.

4. Section 305.04(D) of the City's *Land Development Regulations (LDR)*, states that special exception approval will expire after one year if the special exception "has not been exercised". In this particular case, Site plan applicant and building permits must be submitted within one (1) year or the special exception approval will expire. The City's *Land Development Regulations* also allow the applicant to request a one-year extension. Alternatively, the City Commission may approve the special exception for a period longer than one year.

5. The property has 19 parking spaces. The building is 118.2 feet x 50.2 feet, or 5,933.64 square feet. The most compatible use to determine parking is retail sales and services, which requires one parking space for every 300 square feet of display area. Given that there are offices in the building not part of a sales floor, the parking requirements for the site are met.

6. Please see **Exhibit D** for a picture of the type of recreational vehicles that will be sold.

7. Per Section 305.04(C)(3) of the City's LDR, all special exception uses must meet a general set of criteria that examines whether the proposed use would negatively impact surrounding properties and verifies that adequate infrastructure would be available to serve the site. These criteria are discussed in further detail below (the applicant's

response is *italicized*, and staff's response follows in **bold**):

a. The requested use is listed among the special exceptions in the district for which application is made;

Yes and the previous owner of the property used it for the same purpose.

Yes, recreation vehicles are on the list of special exceptions in the B-3 zoning district. This criterion has been met.

b. The requested use will not impair the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare;

We will do everything to improve the community and the surrounding area. We are business owners in Orlando since 1997 and take pride in our business and our community and are excited to be part of the New Smyrna community. We spend weekends there and we love it!

The requested use will not be detrimental to the public health, morals, or welfare. This has been the use of the building since it was constructed, except for roughly the last year when it has been sitting vacant. This criterion has been met.

c. Adequate utilities, access roads, drainage, sanitation, and/or other necessary services and facilities are, or will be, available or provided for the proposed use.

We will work with you and the City of New Smyrna and do whatever it takes to make the necessary changes/improvements, or whatever else might be needed to make this happen and be successful.

The parcel has adequate utilities, fronts on two roads, and has all other necessary improvements to continue to operate in the same fashion it has historically. This criterion has been met.

8. In addition, the B-3 zoning requires the special exception request to meet the following conditions (staff response is in **bold**):

a. Windows shall maintain a minimum transparent area of 65%.

The applicant is aware of this requirement. If this threshold is exceeded it would become a Code Enforcement issue.

b. Sales display area is required to provide a lighting plan that meets Section 604.13

The lighting should not have to change. This criterion has been met.

c. If temporary shell parking lot is proposed, City Commission approval is required by separate application.

Not applicable.

d. Site plan shall be submitted as per Article XI of the City Land Development Regulation to City Planning Director for review.

The survey (included as Exhibit C) will suffice for the Site Plan requirement. No external improvements are proposed besides cosmetic updates.

e. Must meet all other City Land Development Regulations.

The property is an existing developed site. This criterion has been met.

9. Per the applicant, in an effort to clean up the property, it appears almost all of the previously existing trees on the property were removed, and the retention pond near the Ross Lane entrance was cleared of existing vegetation completely. Staff has ordered the originally approved Site Plan to see what was originally planted on site when this site was constructed. As a condition of approval, staff suggests having the removed trees mitigated, and they must prove to the Engineering Department's satisfaction that the retention pond functions as it should.

III. Recommendation

Because the request is consistent with the criteria outlined in Section 305.04 of the City's Land Development Regulations, and in Section 504.04, staff recommends that the Planning and Zoning recommends the City Commission **approve** the request with the following conditions:

1. The retention pond is restored to its functional use and the repairs are approved by the City's Engineering Department;
2. The trees are mitigated that were removed; and
3. The sale of recreational vehicles is limited to low-speed vehicles (not travel trailers, fifth wheels, motorhomes, and the like).

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Jake Baker - Planner I

Attachments:

[EXHIBIT A LOCATION MAP.pdf](#)

[EXHIBIT B AERIAL MAP.pdf](#)

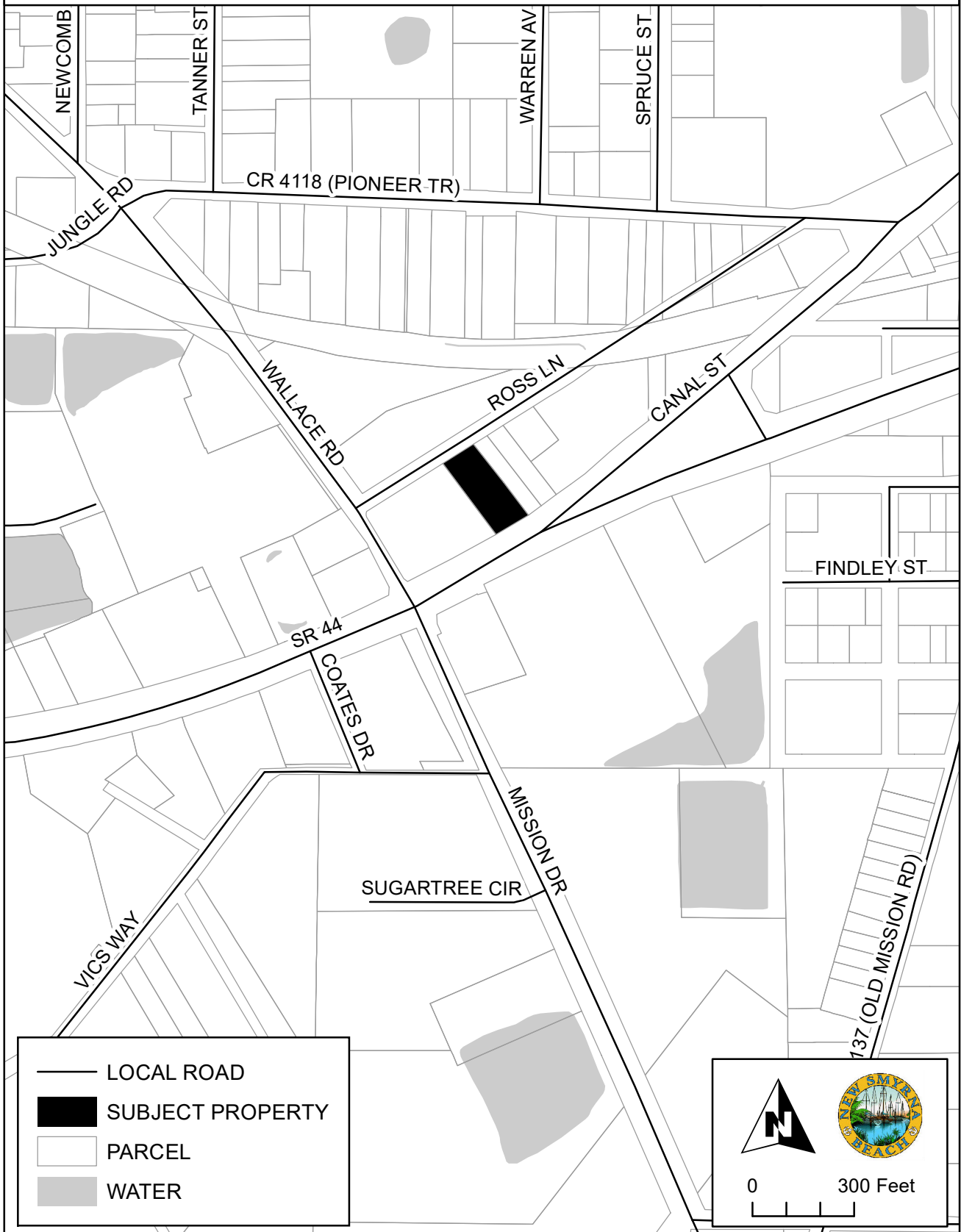
[EXHIBIT C SURVEY.pdf](#)

[EXHIBIT D REC VEHICLE PICTURE.pdf](#)

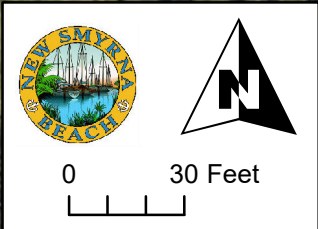
[EXHIBIT E ICON.PDF](#)

[EXHIBIT F NSB.PDF](#)

**SE-3-21: 1701 S.R. 44
PARCEL: 7419-00-00-0350 LOCATION MAP**



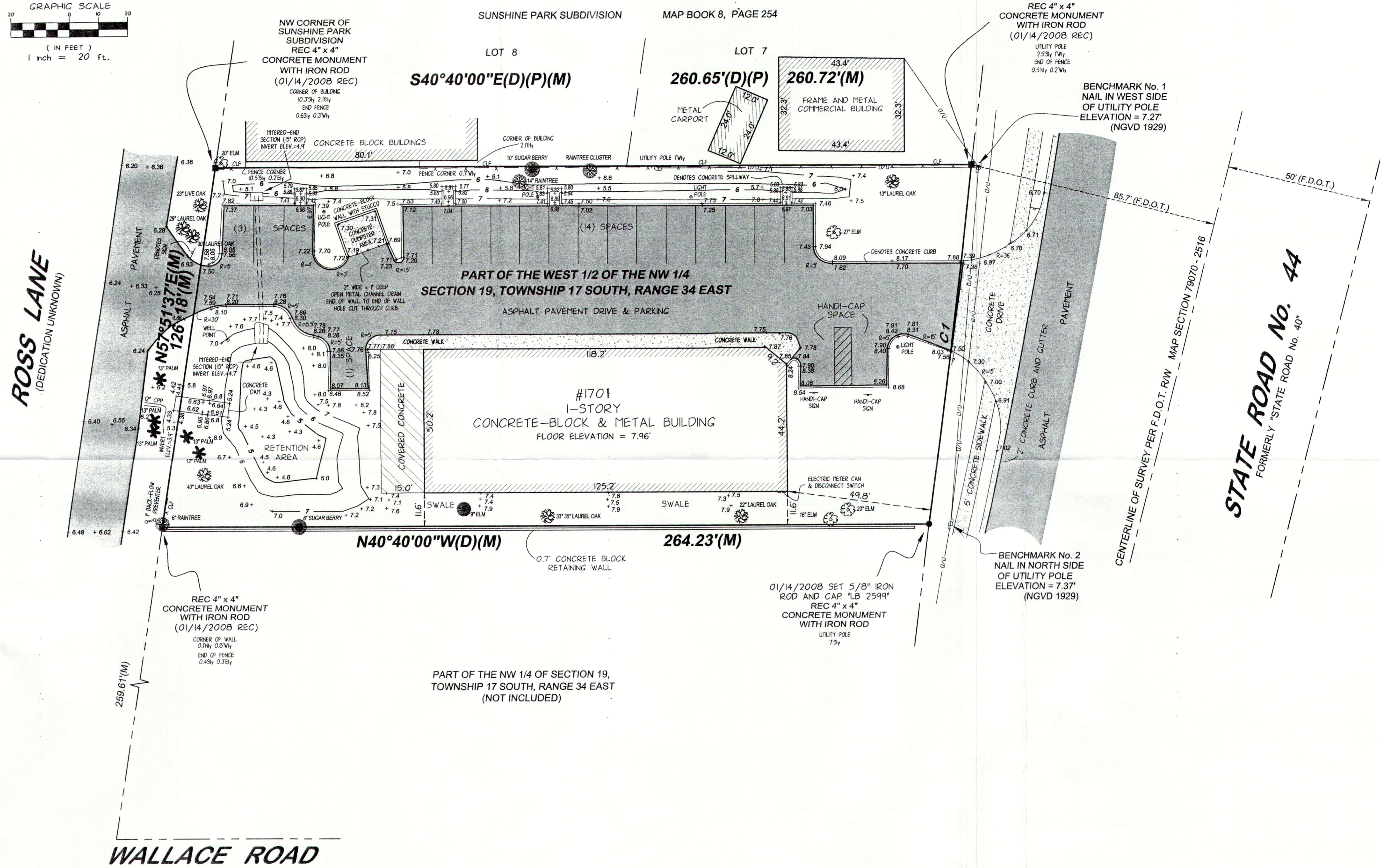
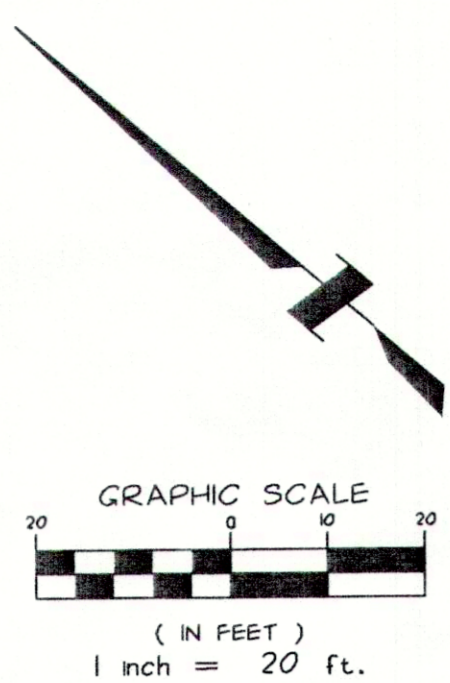
SE-3-21: 1701 S.R. 44
PARCEL: 7419-00-00-0350 AERIAL MAP



— LOCAL ROAD
▭ SUBJECT PROPERTY
▭ PARCEL



Volusia County Property Appraiser



PLAT OF BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY OF

BEGIN AT THE SOUTHWEST CORNER OF SUNSHINE PARK SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 254, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE NORTH R/W LINE OF STATE ROAD NO. 40, A DISTANCE OF 125 FEET; THENCE NORTH 40° 40' WEST TO THE SOUTH R/W OF EXISTING COUNTY ROAD; THENCE EASTERLY ALONG THE SOUTH R/W LINE OF SAID COUNTY ROAD TO THE NORTHWEST CORNER OF SAID SUNSHINE PARK SUBDIVISION; THENCE SOUTH 40° 40' EAST, 260.65 FEET TO THE POINT OF BEGINNING; BEING IN THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 17 SOUTH, RANGE 34 EAST.

- SURVEY REPORT:**
- Description per Warranty Deed recorded in Official Records Book 5272, Page 3742 of the Public Records of Volusia County, Florida.
 - Bearings refer to description and based on westerly line of said Sunshine Park Subdivision as being South 40° 40' 00" East.
 - Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
 - This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
 - This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
 - Underground utilities and features, if any, not located.
 - Dimensions indicated hereon are in feet and decimals thereof, unless otherwise noted.
 - Elevations indicated hereon are in feet and decimals referenced to National Geodetic Vertical Datum 1929 and are based on United States Coastal and Geodetic Survey monument K-94, published elevation 6.305 feet.
 - Unless otherwise noted, the monumentation has no identification number or name.
 - Drawing distance between features and property line may be exaggerated for clarity.
 - Features shown by symbol as indicated are not to scale.
 - The locations of existing underground facilities shown on this plat are approximate. The information is based on the facility owner's record drawing and/or field location work done by this surveyor. Underground location was requested from "Call Sunshine" on 07/22/2005 (Ticket # 2035-5345 and #2035-5368). This surveyor did no exploratory excavation. It is the contractor's responsibility to locate all underground facilities prior to construction. Contractor/Owner to verify underground location by "Call Sunshine" 1-800-432-4770, prior to construction.
 - Trees ≥ 6" dbh (diameter at breast height, inches) located per clients request.
 - Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

CERTIFIED TO: R W CONTRACTORS, INC.

Curve	Radius	Length	Delta	Chord	Chord Bearing
C1	3769.83' (F.D.O.T.) (M)	125.72' (M)	125.00' (D)	1° 54' 39" (M)	125.71' (M) S 56° 16' 49" W (M)

6/18/2009 - REVISED ADDRESS FROM #1705 to #1701

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	08/09/2005	05-07-053	D.E.C.	J.W.C.	J.W.L.	D.W.C.
TOPOGRAPHIC SURVEY	08/09/2005	05-07-053	D.E.C.	J.W.C.	J.W.L.	D.W.C.
FOUNDATION LOCATION	07/25/2007	07-07-039	M.T.Q.	J.W.C.	J.W.C.	D.W.C.
AS-BUILT SURVEY	01/21/2008	07-12-034	M.T.Q.	J.W.C.	J.W.C.	D.W.C.
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED
REVISED TREES	11/30/2005	---	---	---	J.W.C.	D.W.C.
REVISED TREES	04/03/2006	06-03-059	(BCS)	---	J.W.C.	D.W.C.

LEGEND & ABBREVIATIONS

- DENOTES 5/8" IRON ROD W/ CAP "LB #2599" UNLESS OTHERWISE NOTED
- DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- SWT FND REC = ELECTRICAL METALS/JUBING FOUND & RECOVERED
- N(V) = NORTHING COORDINATE VALUE
- E(W) = EASTING COORDINATE VALUE
- LB = LICENSED BUSINESS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- U.S.C. & G.S. = UNITED STATES COAST & GEODETIC SURVEY
- Δ = DELTA
- R = RADIUS OR RANGE
- L = ARC LENGTH
- C = CHORD
- CB = CHORD BEARING
- T = TANGENT OR TOUANGSHIP
- (R) = RADIAL
- (NR) = NON-RADIAL
- (NT) = NON-TANGENT
- PC = POINT OF CURVATURE OR PARTY CHEF
- PT = POINT OF TANGENCY
- (P) = PLAT
- (D) = DESCRIPTION
- (M) = MEASURED
- (C) = CALCULATED
- (CALC) = CALCULATED
- (IPR) = IPROBATED
- (G) = GRID
- (OR) = OFFICIAL RECORD BOOK
- (M.B.) = MAP BOOK
- (P.O.B.) = POINT OF BEGINNING
- (P.O.C.) = POINT OF COMMENCEMENT
- (W.M.) = WATER METER
- (F.F.) = FINISHED FLOOR ELEVATION
- (RCP) = REINFORCED CONCRETE PIPE
- (CMP) = CORRUGATED METAL PIPE
- (CWP) = CORRUGATED PLASTIC PIPE
- (+0) = EXISTING ELEVATION (ELEV.)
- (P.R.M.) = PERMANENT REFERENCE MONUMENT
- (P.C.P.) = PERMANENT CONTROL POINT
- (P.W.P.) = POWER POLE
- (O.U.W.) = OUT WIRE
- (A.C.) = AIR CONDITIONER
- (C.H.F.) = CHANNEL FENCE
- (B.W.F.) = BARBED WIRE FENCE
- (AC) = ACRES
- (R.W.) = RIGHT OF WAY
- (C.L.) = CENTERLINE
- (C.I.G.) = CONCRETE (IG)ING
- (C.S.) = CONCRETE STOOP

CERTIFICATE OF AUTHORIZATION NUMBER LB 2599

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey map and report meets the minimum technical standards set forth in F.A.C. Rule 61G17-8, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Daniel W. Cory
DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) 7AE (EL. 6")
 THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 125132 0540 G
 MAP REVISED 04/15/02 APPROXIMATE SCALE 1" = 1000'

DANIEL W. CORY SURVEYOR, INC.
 300 CANAL STREET
 NEW SMYRNA BEACH, FLORIDA 32168
 (386) 427-9575
 FAX (386) 427-1783

PREPARED FOR: R W CONTRACTORS, INC.
 SCALE 1" = 20' FILE# 6000

CADD FILE: 07120234



ULTIMATE MARINE EV BUSINESS PLAN

ULTIMATE MARINE
1701 State Rd 44
New Smyrna, FL 32168

CONTACT
(407) 849-1100
joelabon@ultimatemarine.com
www.ultimatemarine.com



PERPARED FOR
CITY COMMISSION | NEW SMYRNA BEACH, FL

CONTENT

- DIRECTOR LETTERS 03
- INTRODUCTION 04
- ULTIMATE VISION 05
- BUSINESS SUMMARY 06
- RETAIL STORE 07
- PRODUCT DISPLAYS 08
- REMOTE SERVICES 09



DIRECTOR LETTERS

Ultimate Marine was founded upon the vision of owner Joe Labon who for 25 years has revolutionized the automotive industry through his partner company Ultimate Auto. Through providing an unmatched customer buying experience, the team at Ultimate has set themselves apart with their ability to deliver above and beyond customer expectations. Known as the Ultimate VIP Experience, Ultimate Marine now takes those 25 years of success to create that same unmatched experience in the marine industry. It's whiteglove customer approach creates a buyer for life in how they deliver their products while remaining relevant to their customers' boating lifestyles. This concept is unmatched in the boating world and will continue to evolve the way the marine industry does business.

Sincerely Yours,

Joseph Labon

JOSEPH LABON
Owner

INTRODUCTION

ULTIMATE VIP

The Ultimate brand expresses their vision for excellence by allowing their customers to build and own boats that far exceed their wildest dreams. From bay boats, to bass boats, to offshore fishing machines, and now EV Vehicles, UM is mission-minded to gain greater market share as Central Florida's dealer of choice for top boating brands and EV's.

As one of the nation's leading exotic and specialty car customization centers, Ultimate set the benchmark in showcasing that same level of excellence and consideration within its products and services in the marine industry. Ultimate Marine has set a course to create a dealership experience through service and brand culture rarely experienced in the marine world.

ULTIMATE VISION

REASON FOR BEING

Headquartered in Downtown Orlando, Ultimate Marine is currently on track to favorably become the dealer of choice within Central Florida. Currently operating within a state of the art 60,000sq facility, UM prides themselves on showcasing their products in the finest detail possible, which goes without saying, future locations will stand 2nd to none.

With satellite facilities developing in New Smyrna and the Tampa Bay area, Ultimate is quickly establishing its presence in the heart of new communities. Sales and service now spans across Central Florida as Ultimate Marine continues to develop three flourishing facilities giving customers representation of their brand experience and culture.



VISION

Ultimate Marine stands alone on its abilities to provide a first class dealership experience while remaining inviting to every level of customer.

BUSINESS SUMMARY

1 The primary revenue stream for the business will come from the direct sale of small and medium sized boats, along with Electric Vehicles to the community of New Smyrna Beach. The facility will also serve as the storefront showroom for ordering larger vessels which require advanced ordering detail for individual fishing and lifestyle options. Ultimate Marine intends to conduct the majority of our sales through available units on hand, while giving our customers unlimited options for customization as needed. Management anticipates that it will sell approximately 100-150 small and medium sized boats, and roughly 200 EV's per year from this facility with gross revenue estimated \$25-30mil per year.

2 The secondary stream of revenue for the business will be the sale of boating specific accessories including hi-end stand up paddle boats, kayaks, and essential boating supplies. The storefront intends to stock products and brands known for their high-quality goods which will be merchandised with a specific look and feel. Our appearance and marketing strategy will serve as a storefront which focuses on the people who use such products, rather than the products themselves. Ultimate Marine intends to leverage a strong social media marketing presence immersive across multiple channels that combines New Smyrna's existing beach culture with a progressive boating lifestyle. Management anticipates accessories sales will make up approximately 20% of gross profits which are expected to range \$800k - 1.2mil per year

3 The third section of our planned revenue stream describes the in-house and remote services Ultimate Marine is prepared to offer within the boating community of New Smyrna. Anchored on our long standing commitment of providing an exceptional customer experience, our mobile marine technicians will be using this facility as a central hub as our service advisors manage remote technicians dispatched within the field meeting customer demands and proactively scheduling service events.

RETAIL STORES

ORLANDO / NEW SMYRNA / TAMPA BAY

NEW SMYRNA



SALES PROJECTIONS

"Management anticipates that it will sell approximately 100-150 small and medium sized boats, and roughly 200 EV's per year from this facility with gross revenue estimated \$25-30mil per year."

PRODUCT DISPLAYS

SERVICE & REPAIR

NEW VEHICLE SALES ONLY

Ultimate Marine is focused on a simple sales approach for our EV sales centers. Our goal is to provide a clean and well placed display of vehicles - free of clutter and confusion. When our customers visit our facility, we want to provide a boutique experience with multiple vehicle choices and price points

We provide a hassle-free, one-stop shop for the community's EV needs so they can get their vehicle immediately upon purchase and cruising the same day. To provide this experience, all vehicles will be prepped and serviced off-site to eliminate any repair shop appearance.



PARTS
&
ACCESSORIES

SERVICE

REPAIR

REMOTE / ONLINE
SERVICES AVAILABLE
FOR PARTS, SERVICE
AND ACCESSORIES



ULTIMATE MARINE

ULTIMATE SERVICE | ULTIMATE EXPERIENCE



ULTIMATE MARINE

3419 WD Judge Dr
Orlando, FL 32808

CONTACT

(407) 849-1100
joelabon@ultimatemarine.com
www.ultimatemarine.com



ULTIMATE MARINE

PROJECT
Marine Dealership
1701 State Rd 44

PERPARED FOR:
Christopher Edwards, MBA
Director of CRA

Stephanie Ferrara
Development Services

CONTENT

- OVERVIEW 02
- INTRODUCTION 04
- ULTIMATE VISION 05
- BUSINESS SUMMARY 06
- RETAIL STORES 07
- ECONOMIC IMPACT 08
- ECONOMIC BENEFITS 09
- FACILITY IMPROVEMENTS 10



COMPANY INTRODUCTION

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Sincerely Yours,

Joe Labon

JOSEPH LABON
Owner

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VISION

Ultimate Marine stands alone on its abilities to provide a first class dealership experience while remaining inviting to every level of boater.

BUSINESS SUMMARY

NEW BOAT SALES 1

The primary revenue stream for the business will come from new boat sales to the community of New Smyrna Beach. The facility will also serve as the storefront showroom for ordering larger vessels which require advanced ordering detail for individual fishing and lifestyle options. Ultimate Marine intends to conduct the majority of our sales through available units on hand, while giving our customers unlimited options for customization as needed. Management anticipates that it will sell approximately 100-150 new boats and Electric Vehicle sales from this facility with revenues expected \$15-20mil per year.

ACCESSORIES 2

The secondary stream of revenue for the business will be the sale of boating specific accessories including hi-end stand up paddle boats, kayaks, and essential boating supplies. The storefront intends to stock products and brands known for their high-quality goods which will be merchandised with a specific look and feel. Our appearance and marketing strategy will serve as a storefront which focuses on the people who use such products, rather than the products themselves. Ultimate Marine intends to leverage a strong social media marketing presence immersive across multiple channels that combines New Smyrna's existing beach culture with a progressive boating lifestyle. Management anticipates accessories sales will make up approximately 20% of gross profits which are expected to range \$800k - 1.2mil per year

SERVICE CENTER 3

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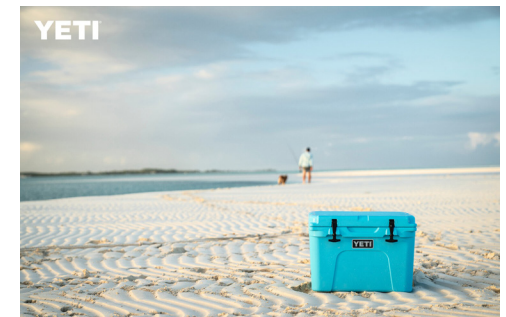
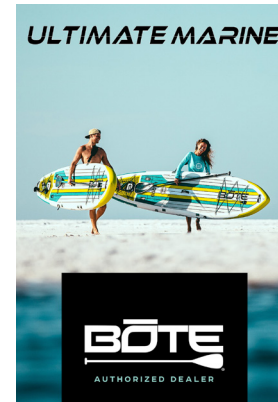
RETAIL STORES

ORLANDO / NEW SMYRNA / TAMPA BAY

NEW BOAT SALES



ACCESSORIES



SERVICE CENTER



ECONOMIC BENEFITS

OPERATIONAL IMPACTS

Ultimate Marine's plan for its proposed New Smyrna's location will consist of the retail storefront which will serve the boating community of New Smyrna and expects to create economic growth and employment through the following channels. Based upon our analysis, the sales projections and overall services rendered could generate significant positive economic and fiscal impacts for the city, well above the average contributed by other existing properties and projects.

DIRECT BENEFITS

- Ultimate Marine, as proposed, is expected to produce between 15-20 total annual, permanent full-time jobs within the local economy as operations complete full build-out. Nearly all of these positions will be directly associated with supporting, selling, operations, and maintenance of the facility

Estimated Economic Impact
\$1.5 - 2mil

INDIRECT BENEFITS

- The subsequent rounds of spending that create indirect and induced employment impacts are those most likely to benefit the neighboring areas adjacent to our facility. While these employment impacts can occur anywhere within the local economy, the direct activity stimulated by our location is likely a main attraction for these support and affiliated jobs.
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Estimated Economic Impact
\$1.5 mil

COMMUNITY IMPACT

LOCAL ECONOMIC IMPACTS

Ultimate Marine's storefront is being designed with a desired economic outcome which escalates the opportunity for new participants to access the boating lifestyle. Through interactive marketing campaigns and increased level of local participation, our goal is to strengthen regional values with an expectation of increased expenditures, creation of employment, and increased awareness of the region as a travel/tourism destination.

INDUCED BENEFITS

- With a large influx of new medium to high-wealth residents, the New Smyrna boating market is witnessing a demand for recreational boating products like never before. Ultimate Marine seeks to support this opportunity by investing our resources into one of the fastest growing boating markets in Central Florida. Expenditure within the boating market is a catalyst for indirect and induced employment impacts in the form of a mix of professional and service related jobs. As the actual number of workers or jobs within the labor force that will be engaged is unknown, we've averaged over a period in the next 1-2 years, the estimates equate to an expected 35 full and part-time workers either on site or supporting their respective businesses each year.



FACILITY IMPROVEMENTS

FACILITY CONCEPT AND DESIGN

Ultimate Marine understands that a dealership and its facility is about more than simply selling boats, it's about being an integral part of a great community. Customers visiting Ultimate Marine will be greeted to a modern dealership experience operated by a group of professionals who provide them with a strategic experience. Our extraordinary state-of-the-art showroom is designed and built especially with our customers in mind. Centrally focused on the service experience, we intend to separate ourselves in a quickly evolving industry. Ultimate Marine will deliver a first-class boat-buying experience to customers in our traditional family atmosphere, which features a spacious showroom, comfortable amenities, attentive service, and a wide selection of new and pre-owned boats.



SERVICE CENTER



MODERN LOOK
AND FEEL

FIRST CLASS
BUYING
EXPERIENCE

STATE OF THE
ART SERVICE
CENTER

CREATING A
CUSTOMER
EXPERIENCE

FACILITY AESTHETICS

- Modern designed boutique showroom
- White exterior with black trim w/modern clean design throughout
- Tropical landscaping, w/ modern pavers

ULTIMATE MARINE

Prepared By:

ULTIMATE MARINE
3419 WD Judge Dr #150
Orlando, FL 32808

JOSEPH LABON
T: (407) 849-1100
E: joelabon@ultimatemarine.com
www.ultimatemarine.com



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

CITY MANAGER'S REPORT

March 22, 2022

Background:

City Manager's Report

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

[CM Report 3-22-22.pdf](#)

MEMORANDUM
FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Khalid Resheidat, City Manager

Re: **City Manager's Report – March 22, 2022**

Date: March 15, 2022

The City Manager and City staff met with the Utilities Commission CEO/General Manager and his staff to discuss planning for Electric Vehicle Charging stations. The Utilities Commission is planning on a pilot program to install six stations. Two will be at the Advent Hospital. A priority list was established for different locations. The remaining four stations will be at the following locations: City Hall Annex, Coronado Civic Center, Live Oak Cultural Center, and the Airport.

Commissioner Kolody and staff met with HOA representatives from Venetian Bay regarding a community center at Venetian Bay, as indicated on the original plans. Staff is following up with the developer.

The Mayor and the City Manager attended the Annual Team Volusia Dinner.

The Ribbon cutting Ceremony for the Duss Street Project was held on 3/11/2022.

The Memorial for former Mayor James Vandergrift is scheduled for 3/23/2022 at 5:30 PM at the Brannon Center.

Staff is working on LDR changes regarding new developments and PUD.

Attached please find the December FY 2022 Financial Report.

Attached please find the February Social Media Report.

Please find attached the February 2022 UCNSB Capacity Metrics Report.

Attached please find the CIP and Strategic Plan Report.

Attached please find the April Development Activity Report and Building Permits Report.

Should you have any questions or need additional information or clarification, on any of the items presented in this report, please let me know.



NEW SMYRNA BEACH
FLORIDA

Monthly Budget Report Fiscal Year 2022
December 2021

This financial **unaudited** overview reflects the City’s overall **unaudited** financial condition through December 2021 or 25% of the fiscal year. Revenues at or above the 25% benchmark are favorable, while expenses at or below the 25% benchmark are also favorable. It is important to note that expenses are listed showing amounts that have actually been paid plus amounts that have been encumbered for payment.

The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in the subsequent tables.

Fund	Original Budget	Adj Annual Budget	YTD Actual Revenues ¹	YTD %	YTD Actual Expenses ²	YTD %
001 - General Fund	\$ 32,847,343	\$ 35,817,070	\$ 16,246,311	45%	\$ 11,750,197	33%
003 - Brannon Civic Center	479,027	479,027	307,698	64%	145,647	30%
004 - Golf Course	1,539,970	1,539,970	541,663	35%	573,586	37%
101 - Stormwater Utility Fee	4,600,000	6,914,236	2,369,789	34%	1,404,347	20%
103 - Special Law Enforcement Revenue	130,000	130,000	983	1%	-	-
104 - Airport/Industrial Park Revenue	6,386,573	7,962,599	753,500	9%	620,010	8%
105 - Police Impact Fee Revenue	325,000	325,000	96,566	30%	37,406	12%
106 - Fire Impact Fee Revenue	340,910	363,620	23,539	6%	363,619	100%
107 - Recreation Impact Fee Revenue	140,000	140,000	278,565	199%	-	-
109 - Transportation Impact Fee Revenue	750,000	750,000	432,306	58%	339,000	45%
113 - Building & Inspection Revenue	4,323,734	4,323,734	1,522,162	35%	1,965,782	45%
115 - Parking Fund Revenue	1,400,000	1,650,000	221,782	13%	158,834	10%
125 - CRA Revenue	2,070,000	2,070,000	1,156,102	56%	569,162	27%
204 - Debt Service Revenue	560,872	560,872	560,872	100%	280,436	50%
206 - 2021 Series Note	9,529,000	9,529,000	2,109,000	-	1,580,128	-
207 - SRF Debt Service Sinking	93,718	93,718	93,718	100%	16,655	18%
208 - Debt Service 2005 Revenue	472,339	472,339	472,339	100%	426,238	90%
209 - Debt Service GOB 2005 & 2018	1,872,985	1,872,985	1,297,323	69%	140,799	8%
210 - Debt Service Capital Improvement Note	706,584	706,584	706,584	100%	598,816	85%
211 - Debt Service Islesboro	62,506	62,506	62,506	100%	62,508	100%
302 - Capital Projects	8,260,000	12,608,935	1,989,835	16%	1,320,513	10%
303 - GOB Capital Projects	32,000	105,000	-	-	72,126	69%
405 - Sanitation	8,130,564	8,130,564	1,267,636	16%	1,311,920	16%
408 - City Marina	753,517	753,517	85,100	11%	96,273	13%
501 - Garage	1,047,347	1,047,347	247,154	24%	290,976	28%
Total	\$ 86,853,989	\$ 98,408,623	\$ 32,843,031	33%	\$ 24,124,978	25%

¹Interfund Transfers are recorded on a quarterly basis

²YTD Actual Expenses include amounts encumbered on Purchase Orders

CITY POOLED CASH

The table below lists by fund the City's pooled cash. Each fund can effectively deposit or withdraw funds without prior notice or penalty.

Pooled Cash	12/31/21
001 - General Fund	21,620,586
003 - Brannon Center	(53,914)
004 - Golf Course	(43,648)
101 - Stormwater Utility Fee	4,289,617
103 - Special Law Enforcement Revenue	135,580
104 - Airport/Industrial Park Revenue	1,675,382
105 - Police Impact Fee Revenue	1,847,456
106 - Fire Impact Fee Revenue	1,027,309
107 - Recreation Impact Fee Revenue	643,472
109 - Transportation Capital Revenue	2,971,125
113 - Building & Inspection Revenue	5,843,258
115 - Parking Fund Revenue	3,501,017
125 - CRA	2,604,629
130 - ARPA	6,972,633
204 - Debt Service Revenue	282,466
205 - SRF Loan Debt Service Reserve	103,032
206 - FMLC 2000B Revenue Bond	834,853
207 - SRF Debt Service Sinking	202,081
208 - Debt Service 2005 Revenue	69,586
209 - Debt Service GOB 2005 & 2018	2,171,784
210 - Debt Service Capital Impr Note	109,679
211 - Debt Service Capital Note Islesboro	0
301 - Turnbull Creek	2,325,512
302 - Capital Projects	2,937,062
303 - Capital Projects	1,130,818
405 - Sanitation	1,159,338
408 - City Marina	550,001
501 - Garage	24,273
Total	\$ 64,934,988

GENERAL FUND

Through this period the City's GF has collected a total of **\$16,246,311** or 45% of its projected annual revenues. For the same period the GF has expended **\$11,750,197** or 33% of budgeted annual

expenditures. Note that all expenses include amounts that have been encumbered on a purchase order, plus amounts that were actually expended.

General Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
Taxes	\$ 26,146,366	\$ 26,146,366	\$ 13,218,268	51%
Licenses & Permits	263,250	263,250	97,530	37%
Intergovernmental	2,653,139	3,253,139	393,799	12%
Charges for Services	2,747,678	2,747,678	781,043	28%
Fines & Forfeitures	497,500	497,500	210,893	42%
Miscellaneous ¹	148,500	148,500	1,131,160	762%
Transfers	390,910	413,620	413,619	100%
Appropriated Reserves	-	2,347,017	-	0%
Total	\$ 32,847,343	\$ 35,817,070	\$ 16,246,311	45%

General Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Expended
City Commission	\$ 329,200	\$ 329,200	\$ 81,067	25%
City Manager	709,822	709,822	149,904	21%
City Clerk	441,160	441,160	150,099	34%
Business/Econ Dev	418,393	1,018,393	95,221	9%
Finance	943,055	943,055	226,454	24%
Information Technology	1,016,418	1,016,418	318,586	31%
Human Resources	444,692	444,692	113,490	26%
City Attorney	445,097	445,097	115,519	26%
Planning & Engineering	982,698	982,698	156,733	16%
Non Departmental	3,728,240	3,784,937	1,894,253	50%
Public Works	181,684	181,684	49,922	27%
Police	8,121,857	8,121,857	1,892,542	23%
Fire	5,340,955	5,340,955	1,591,342	30%
Fire Transport	473,019	473,019	142,057	30%
Emergency Oper Center	37,009	37,009	7,276	20%
Streets	1,790,884	1,790,884	344,722	19%
Recreation	1,352,333	1,352,333	254,037	19%
Parks	1,741,493	1,740,287	697,591	40%
Sports Complex	972,602	972,602	314,798	32%
Building & Maintenance	479,479	479,479	88,770	19%
Interfund Transfers	2,897,253	5,211,489	3,065,812	59%
Total	\$ 32,847,343	\$ 35,817,070	\$ 11,750,197	33%

¹Final sale of 2650 N. Dixie

CITY WIDE DEBT

The table below lists the City's current outstanding debt.

Citywide Outstanding Debt as of 09/30/22	
Capital Improvement Notes	25,018,486
Stormwater Note Payable - Islesboro	2,715,728
General Obligation Refunding Note Series 2014	2,280,000
General Obligation Note, Series 2019	8,403,000
State Revolving Fund Notes	195,019
Capital Lease - Fire Truck	835,615
Capital Lease - Golf Carts	110,770
Total	\$ 39,558,618

SPECIAL REVENUE FUNDS

Special Revenue Funds include dedicated special revenue source funds and impact fee funds. Fiscal YTD actual to annual budget comparisons are shown below.

Revenues	Original Budget	Adj Annual Budget	YTD Actual	YTD % Received
101 - Stormwater	\$ 4,600,000	\$ 6,914,236	\$ 2,369,789	34%
103 - Special Law Enforcement	130,000	130,000	983	1%
104 - Airport	6,386,573	7,962,599	753,500	9%
105 - Police Impact	325,000	325,000	96,566	30%
106 - Fire Impact	340,910	363,620	23,539	6%
107 - Recreation Impact	140,000	140,000	278,565	199%
109 - Transportation Impact	750,000	750,000	432,306	58%
113 - Building & Inspection	4,323,734	4,323,734	1,522,162	35%
115 - Parking	1,400,000	1,650,000	221,782	13%
125 - CRA	2,070,000	2,070,000	1,156,102	56%
130 - ARPA	-	-	-	-
Total	\$ 20,466,217	\$ 24,629,189	\$ 6,855,293	28%

Expenses	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
101 - Stormwater	\$ 4,600,000	\$ 6,914,236	\$ 1,404,347	20%
103 - Special Law Enforcement	130,000	130,000	-	0%
104 - Airport	6,386,573	7,962,599	620,010	8%
105 - Police Impact	325,000	325,000	37,406	12%
106 - Fire Impact	340,910	363,620	363,619	100%
107 - Recreation Impact	140,000	140,000	-	0%
109 - Transportation Impact	750,000	750,000	339,000	45%
113 - Building & Inspection	4,323,734	4,323,734	1,965,782	45%
115 - Parking	1,400,000	1,650,000	158,834	10%
125 - CRA	2,070,000	2,070,000	569,162	27%
130 - ARPA	-	-	-	-
Total	\$ 20,466,217	\$ 24,629,189	\$ 5,458,161	22%

ENTERPRISE & INTERNAL SERVICE FUNDS

The City's enterprise funds include the sanitation marina and garage funds. Fiscal YTD actual to annual budget comparisons are shown below.

Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Received
405 - Sanitation	8,130,564	8,130,564	1,267,636	16%
408 - City Marina	753,517	753,517	85,100	11%
501 - Garage	1,047,347	1,047,347	247,154	24%
Total	9,931,428	9,931,428	1,599,890	16%

Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
405 - Sanitation	8,130,564	8,130,564	1,311,920	16%
408 - City Marina	753,517	753,517	96,273	13%
501 - Garage	1,047,347	1,047,347	290,976	28%
Total	9,931,428	9,931,428	1,699,169	17%

GOLF COURSE

The table below lists Golf Course revenue and expense for this period.

Golf Course	Original Budget	Adj Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Greens Fees	\$ 508,850	\$ 508,850	\$ 146,270	29%
Cart Fees	495,500	495,500	115,150	23%
Memberships	200,000	200,000	80,200	40%
Other Revenue	187,817	187,817	52,241	28%
Transfer from General Fund	147,803	147,803	147,803	100%
Total Revenue	\$ 1,539,970	\$1,539,970	\$ 541,663	35%
Expenses				
Administration				
Personnel	\$ 405,822	\$ 405,822	\$ 104,712	26%
Operating	359,564	359,564	177,959	49%
Maintenance				
Personnel	433,901	433,901	124,260	29%
Operating	250,583	250,583	166,655	67%
Capital	90,100	90,100	-	0%
Total Expense	\$ 1,539,970	\$1,539,970	\$ 573,586	37%
Profit(Loss)	-	-	(31,922)	

BRANNON CENTER

The table below lists Brannon Civic Center AND Live Oak revenues and expenses for this period.

Brannon Center	Original Budget	Adj Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Facility Rental	\$ 227,500	\$ 227,500	\$ 56,171	25%
Transfer From General Fund	\$ 251,527	\$ 251,527	\$ 251,527	100%
Total Revenue	\$ 479,027	\$ 479,027	\$ 307,698	64%
Expenses				
Personnel	\$ 227,846	\$ 227,846	\$ 55,643	24%
Operating Expense	251,181	251,181	90,004	36%
Total Expense	\$ 479,027	\$ 479,027	\$ 145,647	30%

Waived Fees Summary	Total Fees Waived ¹
City of New Smyrna Beach	5,050
Community Events	3,000
Booked Rentals	53,100
Others	-
Total Fees Waived	61,150

¹ Total fees waived are cumulative for FY22

Social Media Followers as of Feb. 28, 2022 (+/- change from last report)

Facebook	Nextdoor	Twitter	Instagram	YouTube
18,449 (+112)	10,849 (+119)	2,522 (+33)	2,149 (+44)	507 (+10)

Highest Performing Posts - February 2022

<p>The Planning & Zoning Board, made up of seven resident volunteers, will host their next regular... Published by Phillip Veski • February 3 at 4:38 PM · 🌐</p> <p>Post Impressions 16,457 Post Reach 15,071 Post Engagement 3,515</p> <p>Distribution +4.0x more impressions than your other posts within 21+ days of publishing. Learn more</p> <p>Interactions</p> <p>👍 65 ❤️ 13 😂 1 🤔 5 😟 10 😡 10</p> <p>Reactions: 104 Comments: 107 Link Clicks: 36 Shares: 51 Other Clicks: 1,925</p> <p>Other</p> <p>Hide Post: 7 Hide All Posts: --</p>	<p>Conceptual designs presented during our Feb. 15 public forum on Washington Street streetscape... Published by Phillip Veski • February 16 at 3:37 PM · 🌐</p> <p>Post Impressions 15,750 Post Reach 14,524 Post Engagement 2,713</p> <p>Distribution +3.8x more impressions than your other posts within 13 days of publishing. Learn more</p> <p>Interactions</p> <p>👍 64 ❤️ 3 😂 3 🤔 5 😟 0 😡 2</p> <p>Reactions: 77 Comments: 114 Link Clicks: 173 Shares: 25 Other Clicks: 1,174</p> <p>Other</p> <p>Hide Post: 5 Hide All Posts: 1</p>	<p>Environmental and traffic safety concerns raised by New Smyrna Beach city commissioners over the... Published by Phillip Veski • February 17 at 8:24 AM · 🌐</p> <p>Post Impressions 10,776 Post Reach 10,707 Post Engagement 2,463</p> <p>Distribution +2.6x more impressions than your other posts within 13 days of publishing. Learn more</p> <p>Interactions</p> <p>👍 24 ❤️ 0 😂 0 🤔 2 😟 13 😡 8</p> <p>Reactions: 47 Comments: 139 Shares: 31 Other Clicks: 1,776</p> <p>Other</p> <p>Hide Post: 2 Hide All Posts: --</p>
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Lowest Performing Posts - February 2022

Post 1	Post 2	Post 3
<p>Enjoy line dancing, prize giveaways, light refreshments, and having access to numerous senior... Published by Phillip Veski · February 15 at 1:51 PM · 🌐</p> <p>Post Impressions 390 Post Reach 380 Post Engagement 25</p> <p>Distribution -10.5x less impressions than your other posts within 14 days of publishing. Learn more</p> <p>Interactions</p> <p>Reactions: 4 (Like), 0 (Love), 0 (Wow), 0 (Sad), 0 (Angry), 0 (Dislike)</p> <p>Comments: 11 Link Clicks: 3 Shares: 0 Other Clicks: 3</p> <p>Other Hide Post: 3 Hide All Posts: --</p>	<p>Watch live video of today's 2022 Economic Development Summit featuring leaders from New... Published by Phillip Veski · February 24 at 9:00 AM · 🌐</p> <p>Post Impressions 1,163 Post Reach 1,145 Post Engagement 17</p> <p>Interactions</p> <p>Reactions: 3 (Like), 0 (Love), 0 (Wow), 0 (Sad), 0 (Angry), 0 (Dislike)</p> <p>Comments: 0 Link Clicks: 11 Shares: 0 Other Clicks: 3</p> <p>Other Hide Post: 1 Hide All Posts: --</p>	<p>The City Commission will host a joint meeting with the Utilities Commission on Thursday, Feb. 24 at 4 p.m. i... Published by Phillip Veski · February 21 at 8:23 AM · 🌐</p> <p>Post Impressions 1,376 Post Reach 1,343 Post Engagement 26</p> <p>Distribution -3.0x less impressions than your other posts within 9 days of publishing. Learn more</p> <p>Interactions</p> <p>Reactions: 6 (Like), 0 (Love), 0 (Wow), 0 (Sad), 0 (Angry), 0 (Dislike)</p> <p>Comments: 0 Link Clicks: 6 Shares: 3 Other Clicks: 7</p> <p>Other Hide Post: 2 Hide All Posts: --</p>

From: [Debbie Simmons](#)
To: [Kosorok, Tammy](#)
Cc: [Resheidat, Khalid](#); [Joseph Bunch](#)
Subject: FW: Requested UCNSB Monthly Capacity Metrics - February 2022
Date: Tuesday, March 15, 2022 9:52:08 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Tammy,

Forwarding the requested U.C. monthly capacity metrics; for February 2022.

Thank you,

Debbie Simmons
Executive Mgr./Records Custodian
Utilities Commission, City of New Smyrna Beach, Florida
386-424-3001 / Email dsimmons@ucnsb.org



Electric
Peak (MW) % of Available Capacity
78 MW 61%

Water
Demand(MGD) % Treatment Capacity
February 2022 5.201 49%

Wastewater
TMADF(MGD) % Treatment Capacity
February 2022 3.937 56%

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

Phase/Category	Project Name	Status	Project Manager	Architect/ Engineer	Contractor	Original Project Estimate	Adopted City Budget	Approved Budget Amendment	Final Project Cost (Forecast)	Funding Source (1)	Funding Source (2)	Funding Source (3)	Design Completion Date (Planned vs. Actual)	Bid/Procurement Date (Planned vs. Actual)	Construction Start Date (Planned vs. Actual)	Contract Completion Date (Planned vs. Actual)
Airport Projects																
Airport Projects	RWY 11-29 Compliance Study	Research/Evaluate	Adam Lo Bianco	AVCON (potential)		\$200,000				FAA	FDOT	Local (Airport)	FY22/FY23			
Airport Projects	Airfield Signage Rehab Project Part b/b	Reviewed preliminary airfield signage drawings with GAI on 2/24/2022.	Adam Lo Bianco													
Airport Projects	Backup AWOS - Design and Construction	GAI Consultants preparing background information for AWOS equipment bid. Anticipate starting bid March 4th 2022.	Adam Lo Bianco	Gordon Reynolds	TBD	\$35,000			\$50,000	FAA 100%			Sep-21	February 15 2021	March 15 2021	
Airport Projects	333 South St. Property Acquisition	Pre-Purchase Activities Underway. Survey is scheduled for Monday, March 7th.	Adam Lo Bianco		AVCON	2,000,000+				FAA	FDOT	Local				
Airport Projects	Taxiway C Rehabilitation Phase 1 & 2	Phase 1 complete. RWY 7-25 and RWY 2-20 reopened. RWY 11-29 is now closed for 60 days as part of Phase 2.	Adam Lo Bianco	GAI Consultants		\$273,610 - Design / \$2.28 Million - Construction			\$307,840 - Design / \$ 2.71 Million - Construction (includes all phases)	FAA (100%)			May '21	June '21	December '21	July '22
Airport Projects	Taxiway C Rehabilitation Construction Phase II - Bid Alternate "A"	Awaiting FAA Grant Pre-Approval	Adam Lo Bianco	GAI Consultants	TBD	\$800,000	TBD	TBD	TBD	FAA 90% (if approved)	FDOT 5% (if approved)	Local 5% (if approved)	Design Completed Summer 2021	FY 22	FY 22	FY 22
Airport Projects	Taxiway A Rehabilitation	Determined we need an independent fee estimate (IFE) for the Taxiway A design project before we can submit the FAA application.	Adam Lo Bianco	GAI Consultants	TBD	\$175,000	TBD	TBD	TBD	FAA 90% (if approved)	FDOT 5% (if approved)	Local 5% (if approved)	FY22	FY 22	FY 23	FY 23
Airport Projects	Airport Administration & Maintenance Facility-Design (Complete) & Construction (Pending)			C&S - Kerrick Steigmeier	To be confirmed - awaiting funding	\$192,342 - Design / 1.35 Million Construction			\$237,612 - Design / 2.0 Million Construction	FDOT (80%)	City (20%)					
Airport Projects	Fuel Farm Improvements	Pending Funding	Adam Lo Bianco	AVCON - Pending CCNA Amend	GAI - Jack Thompson	\$200,000	TBD	TBD	TBD	FDOT 80% (if approved)	Local 20% (if approved)	N/A	FY 22	FY 22	FY 22	FY 22
Airport Projects	T Hangar Bldgs B & C Demolition	Demolition Project is Complete.	Adam Lo Bianco	GAI Consultants	DBI Demoman Services	\$450,000			\$450,000	FDOT (80%)	City (20%)		August '21		October '21	November '21
Airport Projects	T-Hangar F Rehabilitation	Pending Funding	Adam Lo Bianco	AVCON - Pending CCNA Amend	TBD	\$410,000	TBD	TBD	TBD	FDOT 80% (if approved)	Local 20% (if approved)	N/A	FY 22	FY 22	FY 22	FY 22
Airport Projects	T-Hangar Building Phase 4 (Bldg. H)	C/O has been issued, some tenants have moved in, punchlist continues.	Adam Lo Bianco	Dean Steel Buildings	APM Contracting	\$1,445,580	Change Order #2: \$43,865.00		\$1,445,580	FDOT (80%)	City (20%)		December 2020 vs. September 2021		Sep-20	January 2021 vs. September 2021
Airport Projects	Airfield Marking Project Part a/b	Marking project is complete. Signage will be bid and coordinated February or March of 2022 in its own project section.	Adam Lo Bianco	GAI Consultants	FDOT Statewide Airfield Marking Contract	\$175,000			115,096.98 for Cleaning and Re-Marking	FDOT (80%)	City (20%)			No Bid - Existing FDOT Contract	Nov-21	Dec-21
Airport Projects	Wildlife Hazard Management Plan (WHMP)	Wildlife Biologist site tour and discussion 11/3/21. Waiting for draft copy of WHMP from consultant.	Adam Lo Bianco	Michael Baker International	Mariben Andersen	\$50,000			\$20,000	FAA 100% COVID Relief			1-Oct-21	No Bid for planning document under CCNA.	November '21	March '22
Airport Projects	RFP for Airport Land Lease Development	Intend to present Land Lease Development RFP to City Commission on March 8th, 2022.	Chris Edwards							Funding Not Required				10-Mar-22		
Concept (Pending Funding)																
Concept (Pending Funding)	Hazard Mitigation Grant (HMG) - Project #2	Received formal approval from FEMA for additional funding needed which allows the City to move forward with advertising for bids. Project currently out to bid.	Kyle Fegley	Pegasus Engineering			\$2,000,000 - FY21/22 (Pending Potential Loan #2 and bid value results)					Loan - TBD		November 21, 2021 (planned) vs. March 2, 2022 (actual)		
Concept (Pending Funding)	Hazard Mitigation Grant (HMG) - Project #3	Agreement with DEM received approval by City Commission on 10/12/21. ProcureNow bid beginning to be set up with purchasing. Follow up with homeowners forthcoming.	Kyle Fegley	Pegasus Engineering			\$2,000,000 - FY21/22 (Pending Potential Loan #2)									
Design (Funded)																
Design (Funded)	Maintenance Operations - Relocation Plan	TRS Pre-Application meeting held with staff held 11/17/2021. Bid package for design-build (RFP) approach forthcoming. Staff to present concept site plan to City Commission prior to advertising for RFP bid. Staff to provide updated cost estimate as well.	David Ray	Concept Design - Michelle Vallance		\$550,000 + Solar (\$300,000)	FY 21/22 - \$550,000 (2021 Loan #1 Regions) - Solar is currently being accessed in future Loan #2.			Line of Credit - \$550,000						
Design (Funded)	AOB Site Improvements	TRS Change order complete. Bid package is prepared and will be placed out to bid by late February 2022.	Todd Alexander	City Engineering - Peter Youseff	Various		\$50,000			Parking Fund - \$50,000				Feb-22	March/April 2022	Oct-22
Design (Funded)	Washington St. (Riverside to US1)	City Staff to meet individually with business owners on Washington, especially in the area from US 1 through Orange intersection. Overall Public Meeting was held Feb 15, 2022. Reviewing feedback from meeting and determining next steps Conference Call with consultant held on 3/1/22 and determined to take (2) options (original option and new alternative option) to the City Commission for review and approval for 3/22/22.	Kyle Fegley	DRMP	TBD	\$3,400,000 - Total Project Cost Estimate	FY20/21 - \$400,000 - Design Only		TBD	FDOT - \$1,020,000	Transportation impact Fees (33%) - \$1,020,000	\$1,360,000 to be split between: Loan (TBD), UCNSB (TBD), and ARPA (TBD)	TBD	TBD	TBD	
Design (Funded)	5th Street Bridge Replacement	Team working on bid package with Purchasing. Final negotiations with proposed CEI Consultant (COM Smith) underway. Targeting receipt of LAP Agreement for CEI to City Commission in February 2022. CEI Advertisement currently with FDOT for approval - Targeting March 14th for advertisement. Permitting and Design process complete. Meeting held with the Yacht Club 2/3/22. Awaiting updated NTP from FDOT and updated signed CEI agreement.	Kyle Fegley	DRMP		\$2,516,531	FY 19/20 - \$760,949 (TBD City/ TBD FDOT) FY 20/21 - \$670,000 (\$167,500 City/ \$502,500 FDOT) FY 21/22 - \$1,920,000 (2021 Loan)		\$ 3,417,645.37 - (Updated 12/18/20)	FDOT \$ 2,563,234.78 - (Updated 12/18/20)	Capital Projects Fund - \$ 854,410.60 - (Updated 12/18/20)		November 2021 (submitting for final reimbursement)	March 14, 2022 - out to bid target April 2022 - Bid opening date	May/June 2022	FY 2022
Design (Funded)	Median Landscape Improvements (SR 44 & US1)	Received comments from FDOT and S&ME and city are reviewing. FDOT review complete with several comments needing to be addressed. Out to bid target will adjust accordingly.	David Ray	S&ME		\$1,120,300			\$1,120,300	FDOT - \$770,300	Loan - \$150,000	CRA - \$200,000		Advertise by TBD.	Q2 of 2022	
Design (Funded)	Gateway I-95 Landscaping	Team to confirm active roadway projects in the area through FDOT to determine best time to perform landscaping improvements. Current understanding is that FDOT projects should be finalized in this area by January 2022 - landscaping to follow.	David Ray				FY21/22 - \$40,000			General Fund						

Phase/Category	Project Name	Status	Project Manager	Architect/ Engineer:	Contractor	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date (Planned vs. Actual):	Bid/Procurement Date (Planned vs. Actual):	Construction Start Date (Planned vs. Actual):	Contract Completion Date (Planned vs. Actual)	
Design (Funded)	S. Pine Street - Sidewalk/Intersection Improvement at Oakwood Ave.	*Due to resident input, current action is to pursue the below in lieu of a sidewalk at this time: 1) Intersection improvements at Oakwood Ave. and S. Pine Street to be pursued (design in house) - Design has been approved in house. Need to send letters to Pine residents and post on the website intentions of constructing the intersection improvement.	Kyle Fegley	City Engineering - Peter Youseff		\$118,300 for sidewalk				General Fund - \$118,300							
Design (Funded)	South St - Sidewalk	Survey underway. First draft of survey received for review by Mead & Hunt.	Todd Alexander	Mead & Hunt		\$68,842 - Design Only				2005 General Obligation Bond (303 account)							
Design (Funded)	7th St - Sidewalk	60% Design plans received 1/31/2022. City to review, provide feedback in order to move to the 90% set of plans.	Todd Alexander	Mead & Hunt		\$43,696 - Design Cost Only				2005 General Obligation Bond (303 account)							
Design (Funded)	Woman's Club Stabilization & Restoration	Design underway 1st Site visit by architect held 12/7/21. Follow up visit for additional measurements held 1/20/22.	Todd Alexander	Bentley Architects + Engineers		\$535,000	FY 20/21 - \$535,000 + FY21/22 - \$900,000 (Special Category State Grant)		\$1,135,000	General Fund - \$267,500	ECHO - \$267,500	State Grant - \$600,000	Target completion (May 3, 2022) Need State Review once complete with Final Docs	May-22			
Design (Funded)	Old Fort Wall - Restoration & Stabilization	Updated plans received from GLE on 2/14/2022 for final internal review prior to submitting to SHPO.	Todd Alexander	GLE Architects			FY 20/21 - \$180,000 FY 21/22 - \$900,000 (Special Category State Grant)				State Grant Award - \$900,000						
Design (Funded)	Historic Westside - Stormwater Master Plan - Design	Design underway. Submitted to SJWMD for grant funding (1/3 cost share)	Kyle Fegley	Tetra Tech						Stormwater Fund							
Design (Funded)	Corbin Park - Stormwater Master Plan - Design	Submitted to SJWMD for grant funding (1/3 cost share). Draft proposal received from Tetra Tech for design scope. Next step is to take to City Commission for approval in April 2022.	Kyle Fegley														
Design (Funded)	North Atlantic - Drainage Project	90% designs underway. Joint meeting with the UC (2/24/22) to potentially share cost in roadway restoration. Modified 90% plans received 3/1/22 for review and provide comments week of 3/7/22.	Kyle Fegley	Mead & Hunt		\$102,000 (Design Only)				FY20-21 - Small Stormwater Projects							
Design (Funded)	Barracuda Blvd - Roadway Improvement (from traffic signal to base of bridge)	Provided (2) alternative designs for review. Public meeting forthcoming to review concept design - targeting March 3, 2022.	Kyle Fegley	Mead & Hunt			FY 21/22 - \$250,000			2021 Loan #1 - Regions Bank							
Design (Funded)	Marina - Dock Repairs	Report received - meeting forthcoming with consultant.	Todd Alexander	Taylor Engineering			FY 21-22 - \$300,000			Marina Reserve \$300,000	Potential Grant Opportunity						
Design (Funded)	Marina Bathroom Upgrade	Received revised final plans from Sosa Architects on Monday 11/30/21 for rebid. Bid package is ready for advertisement. Marina manager suggested to hold on advertisement until dock evaluation report is received. Need confirmation from leadership on this approach.	Todd Alexander	Architecture Studio - Roland Sosa		\$20,000 (Design) \$60,000 (Construction)	FY 19/20 - \$20,000 (Design) FY 20/21 - \$65,000 (Construction) FY 21/22 - \$120,000 (Pending - Carryforward for Construction)		\$17,400 (Design) \$120,000 (Construction)	City Marina (408) - \$20,000 FY19/20 - \$120,000 FY21/22			Rebid Required:	Rebid: January 2022 (Planned)	TBD	TBD	
Design (Funded)	Rocco Park - Pier Replacement	Time extension request to FEMA. Final plans in review with Engineering and Building.	Todd Alexander	DMC		\$30,000	FY 20/21 - \$30,000		\$30,000	Capital Projects Fund (302)			Feb-21	March 2021 vs. June 2021 (new target)			
Design (Funded)	Spyglass - Pier Removal (or Replacement)	Recommendation from DMC is for removal. Written quotes received for removal and disposal of damaged pier. Quotes were higher than anticipated. Looking for next steps.	David Ray	DMC		\$19,500	FY 20/21 - \$19,500		\$19,500	Capital Projects Fund (302) - \$19,500							
Design (Funded)	Turnbull Creek Management Plan Improvements	Biological Consulting Services is currently conducting an Environmental Assessment Report as required.	David Ray	N/A	TBD	\$150,000	FY21 Budget: \$150,000	N/A	TBD								
Design (Funded)	Golf Course - Maintenance Building	Structural design needed for permitting. Internal review held with Building Dept regarding ability to save and utilize existing slab for smaller section of the building. Steel building procurement process is complete. Need (3) quotes for concrete scope and an electrical plan/proposal from Harrison Electric.	David Ray			\$29,000	FY 21-22 - \$29,000			General Fund							
Design (Funded)	Turnbull St. Park - Dog Park Relocation	Dog Park is being relocated to Sports Complex property. A public meeting will be held prior to work being performed. Spoke to Animal Control Board and they will be invited to the community meeting. Also presenting to the Animal Control board before work commences. Collecting details for estimated cost on new location.	David Ray											N/A			
Design (Funded)	City Hall (Existing) Office Adjustments	Confirmation of revised office layouts received. Need to schedule brief meeting to review plan of work and phasing of work with staff.	Todd Alexander			\$25,000	FY 21-22 - \$25,000			\$25,000							
Bidding & Award																	
Bidding & Award	Barracuda Blvd Bridge Replacement	Final easements secured for the state. Project is a Local Funding Agreement (LFA). Submitted the City's funding proportionate share for Construction & CEI services on 12/1/21. UC to begin relocation of utilities off existing bridge in December 2021 (currently on schedule). FDOT bid opening complete and cost came in higher than anticipated which requires additional funding share by the City. Staff to present results and additional funding to the City Commission for approval (3/22/22 meeting target).	Kyle Fegley	FDOT - Managing Design Consultant	FDOT - Managing Future CEI & Contractor	\$2,915,094 - Initial estimate \$3,932,779 - Updated estimate (early 2022)	FY 19/20 - \$295,000 (\$73,750 City/ \$221,250 FDOT) FY 20/21 - \$760,000 (\$190,000 City/ \$570,000 FDOT) FY21/22 - \$3,000,000 (2021 Loan #1)		\$4,365,012 - (Updated 12/18/20)	FDOT - \$3,242,336 - (Updated 12/18/20)	City - \$1,122,676 - (Updated 12/18/20)					FDOT completed bid opening on Bid opening value was \$ 4,388,956.40 - Target award date was 3/30/22	May-22
Bidding & Award	CURRENT BID SCHEDULE - AVAILABLE HERE	See attachment below for updates on planned or active bids. Also available below is a link to ProcureNow for further details on posted bids.															

Phase/Category	Project Name	Status	Project Manager	Architect/ Engineer	Contractor	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date (Planned vs. Actual):	Bid/Procurement Date (Planned vs. Actual):	Construction Start Date (Planned vs. Actual):	Contract Completion Date (Planned vs. Actual):
Bidding & Award	Hazard Mitigation Grant (HMGP) - Project #1	Request has been submitted to DEM for additional need for funding on each home due to existing foundation concerns. Staff has received unofficial approval for additional funding needs. Formal agreement forthcoming. Contractor has signed the construction contract for this project. Formal approval of contract to be presented to City commission at future meeting once formal approval from DEM & FEMA is received. Meeting with residence forthcoming in order to begin this project.	Kyle Fegley	Pegasus Engineering	Ducky Johnson House Movers	\$1,566,924	\$1,566,924 - FY20/21 \$2,000,000 - FY21/22 (Pending)			Hazard Mitigation Grant - \$1,175,193	Stormwater Fund - \$315,000	Loan - TBD				September 2022 - deadline for FEMA funding
Bidding & Award	Indian River Stormwater Project (RAP)	Bid evaluations underway. Project was awarded on 2/22/22. Pre-Con meeting target for 3/14/22.	Kyle Fegley	Michael Baker International	Built-Rite	\$675,000 - (\$437,506 - Design / \$237,500 - Construction)	\$1,000,000			Stormwater Fund			April (Planned) / June 2021	June (Planned) / January 14, 2022 (Bid Opening Date)	Mar-22	
Bidding & Award	Artificial Turf - Babe James Playground	Out to Bid 2/3/2022 - Bid opening set for March 3, 2022	Todd Alexander			\$95,789				CDBG - NTP Received 12/27/2021			N/A	Issue Invitation to Bid Notice - Bid Opening: -March 3, 2022 @ 3:00pm	Construction to commence after Shade Systems is installed. Target start date is May 2022	
Bidding & Award	RFQ for Architects 16-21-ENG	Proposals due 2/14/2022 - (7) proposals received. Evaluation committee reviewing. March 14th is the evaluation meeting.														
Construction																
Construction	Babe James - Shade Structure	Building Permit submitted and in review. Adjustments to property setbacks were required. Administrative variance of 15% is achievable and was approved by the Development Services directed on 1/27/22. Engineering plans received.	Todd Alexander	N/A	Top Line Recreation	\$95,099	\$145,099		\$135,005.56	CDBG - \$95,099	CRA - \$50,000 (if required)		Feb-21	April 2021(planned) May (actual)	July 2021 (planned) October 20, 2021 - NTP	September 2021(planned) February 28, 2022
Construction	Duss Streetscape Project	Final striping forthcoming - sidewalk and asphalt improvements are complete. LED streetlights getting installed this week. Targeting completion mid February 2022. Ribbon cutting forthcoming.	Chris Edwards	City Engineering - Peter Youseff	Sparks	\$70,000	\$135,000 as of 8/24/21 due to design changes and contingency additions	\$135,000 as of 8/24/21 CRA Board and City Commission Mtg. Approval	\$100,000	CRA - \$135,000				27-Sep-21	29-Oct-21	12-Feb-22
Construction	Enhanced Pedestrian Crosswalks	City Commission approved contract award on 10/12/2021 to DH Striping in the amount of \$62,850 for the final 3 locations. PO issued. Awaiting material deliveries. Targeting March/April for material delivery.	Kyle Fegley	N/A	DH Striping	\$90,000 FY19/20	\$90,000 FY19/20 Carryforward FY20/21			Capital Projects Fund (302) - \$90,000				Bids Due August 13, 2021		
Construction	Traffic Signal - SR 44 at Canal/Station 50	DRMP contract for CEI services approved by City Commission in January 2022. Shop Drawings for mast arms have been approved as noted. Cabinetry currently under review. TEDS Post Construction design contract has also been approved. DRMP CEI services contract to be presented for approval and requires a budget amendment.	Kyle Fegley	TEDS / DRMP (CEI)	TCD	\$500,000	FY19/20 - \$500,000 FY20/21 - Carryforward FY21/22 - Carryforward \$423,000		\$662,662 - construction contract amount for TCD. Will need additional funding for CEI and post-design engineering services from TEDS. All funded by transportation impact fees.	Transportation Impact Fees - \$500,000			February 2021(Planned) vs. August 2021 (Tentative)	March 2021(planned) vs October 2021(Actual)		
FYI Projects																
Miscellaneous (FYI)	10th Street Railroad Crossing	95% Complete. Restoration and final roadway work underway. End of March 2022 is contract completion.														
Miscellaneous (FYI)	RFQ for Marine Engineers	Need to identify staff to lead this effort and evaluation committee members.														
Archive Projects																
Archive Projects	Contract Renewals for Planners	Renewals completed week of 1/25/22														
Archive Projects	Historic Westside - Stormwater Master Plan - Feasibility Study	Feasibility Study complete - proposal for design services received.	Kyle Fegley	Tetra Tech		\$250,000 - Design Only	FY19/20 - \$250,000 FY20/21 - Carryforward FY21/22 - Carryforward			Stormwater Fund - \$250,000			October 2021 - Feasibility Study			
Archive Projects	Hope Avenue - Drainage Project	Utilities installed, pump installed. Site restoration underway and final close out paperwork. Substantially complete as of 3/3/22 CIP Update.	Kyle Fegley	Parker Mynchenberg	HydroService	\$131,625 (Pump and overall construction.) - \$45,000 (Utilities)				FY20-21 - Small Stormwater Projects			Dec-21	Complete - Design/Build Approach was pursued.	Mid- January 2022	
Archive Projects	Corbin Park - Stormwater Master Plan - Feasibility Study	Reviewing proposed options for improvements and determine next steps. Public Meeting held Wed. January 19, 2022 @ 6pm Hidden Pines Clubhouse. Feasibility phase is complete. Design phase to follow.	Kyle Fegley	Tetra Tech		\$250,000 - Design Only	FY19/20 - \$250,000 FY20/21 - Carryforward			Stormwater Fund - \$250,000						
Archive Projects	Buena Vista Park - Pier Replacement	Targeting Completion for October 28, 2021. Substantial Completion walk through held 10/14/21. Formal completion was 10/29/21 - Reimbursement through FIND is underway.	David Ray	DMC	Brother's Construction, Inc.	\$698,400	FY 20/21 - \$698,400		\$491,667.50 - Contract Award; plus \$57,000 in engineering/design costs	Capital Projects Fund - \$398,400 (\$274,333.75 actual 50/50 split)	F.I.N.D. - \$300,000 (\$274,333.75 actual 50/50 split)		Jan-21	February 13, 2021 (Out of Bid) March 23, 2021 (Bid Opening) April 27, 2021 (Commission Award)	June 21, 2021 (NTP)	December 21, 2021/ October 19, 2021 (Target)
Archive Projects	Jefferson St. Parking Lot	The project is now complete and a ribbon cutting ceremony has been scheduled for August 11th at 10am.	Chris Edwards	City Engineering Team	D&W Paving, Inc	\$250,000	\$282,607 - CRA		\$282,607	CRA - \$282,607					Jan-21	30-Jul-21
Archive Projects	Road Resurfacing	Substantially Complete	David Ray	N/A	Halifax Paving	\$700,000	FY 20/21 - \$700,000		\$700,000	Capital Projects Fund - \$700,000				N/A - Piggyback	Apr-21	
Archive Projects	North Causeway Bike Path	Under Construction - Asphalt has been removed currently installing root barriers. Repaving complete April 2021.	David Ray		P&S Paving	\$125,000 (trending under)				General Fund						

Phase/Category	Project Name	Status	Project Manager	Architect/ Engineer:	Contractor	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date <small>(Planned vs. Actual):</small>	Bid/Procurement Date <small>(Planned vs. Actual):</small>	Construction Start Date <small>(Planned vs. Actual):</small>	Contract Completion Date <small>(Planned vs. Actual):</small>
Archive Projects	Wildlife Hazard Assessment (WHA)	Project Completed -Received FAA Approval 10/16/2019				\$99,993			\$99,993	FAA (90%)	FDOT (8%)	City (2%)				
Archive Projects	Terminal Apron & South Hangar Apron and Taxilane	Project completed in September 30, 2020.				1381102.94			\$1,381,102.94	FAA (90%)	FDOT (8%)	City (2%)				
Archive Projects	Pettis Park Basketball Courts	Graphics remain to be placed on the courts. Substantially Complete. Ribbon Cutting forthcoming - early February 2021.	David Ray		NIDY				\$140,000	CDBG - \$93,460	General Fund - \$36,540	CRA - \$10,000				
Archive Projects	City Hall Annex	Project received Certificate of Occupancy on Friday August 6, 2021. Currently in Close-Out Phase.	Michelle Vallance	GLE Architects	A.G. Pifer Construction	\$4,719,456			\$ 4,922,941 (Updated 4/21/2021); includes CO #6	Capital Project Fund - \$2,371,182 General Fund - \$7,295.54 (thru CO #6; Updated 04/21/2021)	Building Fund - \$1,548,274 + \$196,189.61 (pending thru CO #6; Updated 04/21/2021)	ECHO - \$800,000		Mar-19		October 2020 (original) 06/22/2021 (current) 08/06/2021 (actual)
Archive Projects	Inwood Avenue - Sidewalk	Complete	Michelle Vallance	City Engineering Team - Peter Youseff	TBD	\$22,400				General Fund - \$22,400						
Archive Projects	Railroad Avenue Project	Construction to commence week of 1/25/2021 - project completed 1/29/2021	Chris Edwards												1/25/2021	1/29/2021

Category	Item	Status	Lead (#1)	Action By (#2)	Action By (#3)	Estimated Cost	Funding Source
On-Going Efforts	CT.1) More specific Commission workshop sessions on these identified strategic topics	Targeting April 2022.	City Manager	City Clerk		Staff Time	
On-Going Efforts	GM.5) Engage the UC through increased collaboration for strategic and planning initiatives.	Continue working with the UC Administration and involve them in strategic planning in the early stages. On-going initiatives are listed below for reference. Joint Meeting held on February 24, 2022 @ 4pm in the City Commission Chambers. Major focal point for the discussion was the Septic to Sewer Conversion. Future joint meeting to be calendared to continue these discussions on active projects.	City Manager				
On-Going Efforts	CT.9) Measure and Document Community Participation	To be tracked with Social Media Reporting (CT.8) and Benchmarking Survey (CT.3) as well as data from other public meetings.	Public Information Officer			Staff Time	
On-Going Efforts	TC.2.2) Create designated loading zones for the historic retail main streets.	Pilot Program implemented and making adjustments based on community input. Continuing to work closely with delivery companies and business owners for strategic delivery timeframes/days. Added (3) additional loading/unloading zones. City staff will continue to improve delivery operation in general.	Police Chief	City Manager			
On-Going Efforts	CT.11) Maintain and build the Email Database	Email database to be formatted, updated and promoted.	Public Information Officer	Information Technology Director		Staff Time	
On-Going Efforts	CT.4) Facilitate stronger engagement and participation in Westside neighborhood community involvement	Limited attendance at monthly standing meetings. Will continue to encourage community to remain involved.	City Manager	Police Chief		\$15,000	
On-Going Efforts	CT.10) Promote Diversity participation, all demographics at public events.	Staff to continue to communicate important items publicly for resident awareness in order to attend proper public meetings. This will also be tracked with "CT.4 - Facilitate stronger engagement and participation in Westside neighborhood community involvement"					
On-Going Efforts	TC.1.1) Promote pedestrian, bicycle and character enhancements to state and county roads	Partner with TPO, County, & FDOT to advance connectivity programs throughout the City.	Development Services				
Priority #1	CT.3) Develop a Community Survey for benchmarking.	To be tracked with efforts associated with QM.2 and QM.1	Public Information Officer	Capital Improvement Project Manager	Public Information Officer	\$60,000	General Fund
Priority #1	QM.2) Develop Clear Metrics for identified Quality of Life / Character factors (such as: historic buildings, tree canopy coverage, park acreage, utilization of community facilities, etc)	Staff to review current in-house data amongst departments and determine what information is readily available to track. Meeting held to dive deeper on an overall work plan for this item. Sample data report to be prepared for initial presentation to the City Commission by June 2022 for hopes to adopt with next years fiscal year.	Public Information Officer			\$60K - is included in cost for CT.3 Benchmarking Survey	
Priority #1	GM.2) Update the land development / zoning code (LDC), particularly examining several issues.	Implement LDR Revisions to address items 1-5 as noted. #5 Parking Requirement to be addressed in a phased approach. Intend to review Arts District first with other districts to follow. Consultant to be hired for assistance in progressing items #1 - #4 - decision to onboard a consultant to be determined once P&Z discusses a more detailed implementation plan.	Development Services			\$25,000 - \$50,000 - To be funded in future Strategic Planning Initiatives.	Planning & Parking Fund
Priority #1	GM.4) Proactively manage western growth through comprehensive planning, LDR amendments and partnerships between land owners, city and agencies.	Economic Development Summit held 2/24/22 to discuss potential for growth west of I-95 for industrial use opportunities. Infrastructure improvements and overall needs were discussed as focal points for future developments.	Development Services	Economic Development Director	Public Information Officer	Cost captured in efforts for GM.2	See GM.2
Priority #1	ER.2) Explore opportunities for enhanced stormwater treatment and Best Management Practices for water quality prior to outfall, particularly to any rivers or streams.	Benchmark City Stormwater standards against municipal industry leaders in Stormwater management; update City standards accordingly. Intend to highlight City's current standards as compared to other similar City Standards.	Engineering				Stormwater Fund
Priority #1	TC.1.2) Identify opportunities for new local street sidewalk and bicycle enhancements.	Currently working to construct known locations as previously identified on Planning Map attached. Implement projects as funding allows. 7th Street sidewalk 60% design. South St. survey still underway.	Capital Improvement Project Manager	Engineering		\$50,000 - \$100,000	
Priority #2	QM.1) Clear metrics for essential City Services Performance; (police / fire calls, traffic safety, utilities, building permits, etc.)	Data is available and shall be included in monthly CM report. See below for specific actions. Sample data report to be prepared for initial presentation to the City Commission by May/June 2022 - utilizing 2021 data.	Public Information Officer		Fire Chief	Staff Time	
Priority #2	TC.2.3) Explore partnerships for shared use parking facilities.	The Parking LDR text amendment in progress expands the ability to have shared parking arrangements. The P&Z Board is scheduled to review the parking LDR text amendments and present at future date.	Development Services			Staff time	Any funding requirements are tracked under GM.2
Priority #3	QM.3) Develop a strategic working group and partnerships regarding homeless issues, services and peer city success models.	Current program in place utilizes the Bridge through the Neighborhood Center in Deland in cooperation with the Stewart Marchman Center. (Smart Program - Pilot Program). Reassigned one FTE to full-time Homeless Outreach duties. SMART program meeting held 2/15/2022.	City Manager	Police Chief	City Attorney		SE Volusia Cities (NSB, Edgewater, Oak Hill, Port Orange), Churches, Business, County
Priority #3	ER.4) Update Stormwater Master Plan to explore opportunities for regional stormwater management facilities.	Completing current budgeted Regional Stormwater Master Plans (Historic Westside and Corbin Park). Overall update of to Citywide Stormwater Master Plan to be budgeted for Future consideration. Intend to fund via American Rescue Plan a study for North Beach Stormwater Master Plan and to update the Citywide Master Plan. Proposal request underway from consultant.	Development Services	Engineering		\$200,000 (For Consultant)	Stormwater Fund/ American Rescue Plan (TBD)
Communication & Trust	CT.5) Facilitate constructive public involvement regarding development west of I-95, balancing community issues	Hold Public Meeting west of I-95 to discuss concerns and needs. Need to determine meeting date/location at future date. Potential Town Hall meeting to be established early 2022.	City Manager	Assistant City Manager	Public Information Officer	\$10,000	
Communication & Trust	CT.6) Provide options for Virtual Town Halls via Social Media / Livestreaming.	Staff continues to evaluate options to find technology available in order for public participation during a live meeting. Staff to prepare online survey to collect data on preference/ability to participate. (Consider as Benchmarking Survey Question).	Public Information Officer	Information Technology Director	City Clerk	Staff Time	
Communication & Trust	CT.7) Interactive City Map (story map) of current Private and Public Developments.	Staff currently updates monthly for City website Development Activity Report.	Public Information Officer			Staff Time	
Quality of Life Measures	QM.4) Develop long range plan for Administrative Office Building site.	Plans being finalized - Change order to TRS finalized 2/1/2022. Bid package complete. Advertisement to post end of February 2022.	City Manager	Capital Improvement Project Manager		Staff Time	Parking Fund/ F.I.N.D.

Category	Item	Status	Lead (#1)	Action By (#2)	Action By (#3)	Estimated Cost	Funding Source
Quality of Life Measures	QM.5) Develop programs to support local businesses and/or 'live where you work' programs.	Business Coordinator and Economic Development Director to develop programs.	Economic Development Director			\$20,000	
Quality of Life Measures	QM.6) Develop long range plan for Conservation Lands (Turnbull Creek Lands & Existing Lands)	Currently in Acquisition Phase. Next phase will be to determine usage and management of acquired land. Turnbull Creek Committee meeting was held 2/28/22 to review properties still available as well as current conditions of potential improvements that may be occurring due to prior acquisitions. Management Plan in development.	Development Services	City Manager		\$200,000	
Quality of Life Measures	QM.7) Explore needs to bring additional community services to the western (I95) neighborhoods.	To be tracked with CT.5 regarding constructive involvement with western I-95 community.					
Growth Management	GM.1) Consider a SR 44 Corridor Plan to address commercial development and character along the corridor.	Review and Update the Zoning & LDR along SR 44 Corridor with consideration of distinct standards by segment by providing specific design guidelines. This will topic will be discussed at the next city commission workshop in April 2022.	Development Services			Staff time	
Growth Management	GM.3) Develop a working group on Attainable Housing.	List of vacant city properties was presented to the City Commission for consideration of affordable housing locations. Next step will be to address the disposition. RFP for Property Acquisition or for Non-Profit Organizations is in development. Explore the feasibility of partnering with the Community Land Trust Program.	City Manager			Staff time	
Environment & Resiliency	ER.3) Develop BMP programs for low impact development, rain gardens, native plants and other techniques to address water quality and stormwater impacts.	Evaluate current BMP Program and consider other options available to enhance water quality. To be tracked with ER.2 in Priority #1	Engineering				
Environment & Resiliency	ER.5) Promote a Culture of Environmental Sustainability in NSB.	Partnership with Marine Discovery Center to prepare a Sustainability Plan to promote a culture of Environmental Sustainability. Green building requirements to be revisited as it pertains to LDR requirements.	Development Services	City Manager		\$50,000	
Transportation & Circulation	TC.1) Enhance Roadway Character and Livability.	Refer to TC1.1 - TC1.5 for subtasks					
Transportation & Circulation	TC.1.3) Pursue opportunities for local street and network connections.	Identify and require connections where needed and appropriate.	Development Services				
Transportation & Circulation	TC.2.1) Examine opportunities for 'park once' districts that allow for efficient parking and access to multiple locations.	Update Transportation Element in Comprehensive Plan Update via consultant.	Development Services				
Transportation & Circulation	TC.3.1) Develop program to implement Ride Share (Bike Share and Scooter Share).	Monitor industry best practices and develop recommendations. Considering approach to engage a Transportation Consultant.	Development Services				
Transportation & Circulation	TC.3.2) Continue to develop Local Shuttle to serve the Loop.	Seeking special events to implement pilot program when possible. ON HOLD DUE TO COVID-19	Capital Improvement Project Manager				
Completed	TC.3) Develop projects for multi-modal mobility.	Refer to TC.3.1 - TC.3.2 for subtasks					
Completed	TC.2) Develop comprehensive solutions to Parking						
Completed	TC.1.5) Accept a measure of slower speeds and commute time in exchange for safety, beauty and walkability.						
Completed	CT.2) Newly created city website launched Feb. 20, 2020.	Continue to update and improve City website.	Public Information Officer			Staff Time	
Completed	ER.1) Evaluate resiliency strategy for Coastal flood areas.	Efforts will continue to be implemented and new projects identified annually.	Development Services				
Completed	TC.1.4) Explore opportunities for Traffic Calming techniques city-wide where requested.	Adopted by Commission meeting on June 22, 2021.	Development Services	Police Chief		TBD - for potential installation cost	General Fund
Completed	CT.8) Measure and Document Social Media Participation.	Social Media tracking report to be developed and published monthly.	Public Information Officer			TBD	

April 2022 Development Activity Report

Contact Planning Department at (386) 410-2830 with any questions regarding the DAR

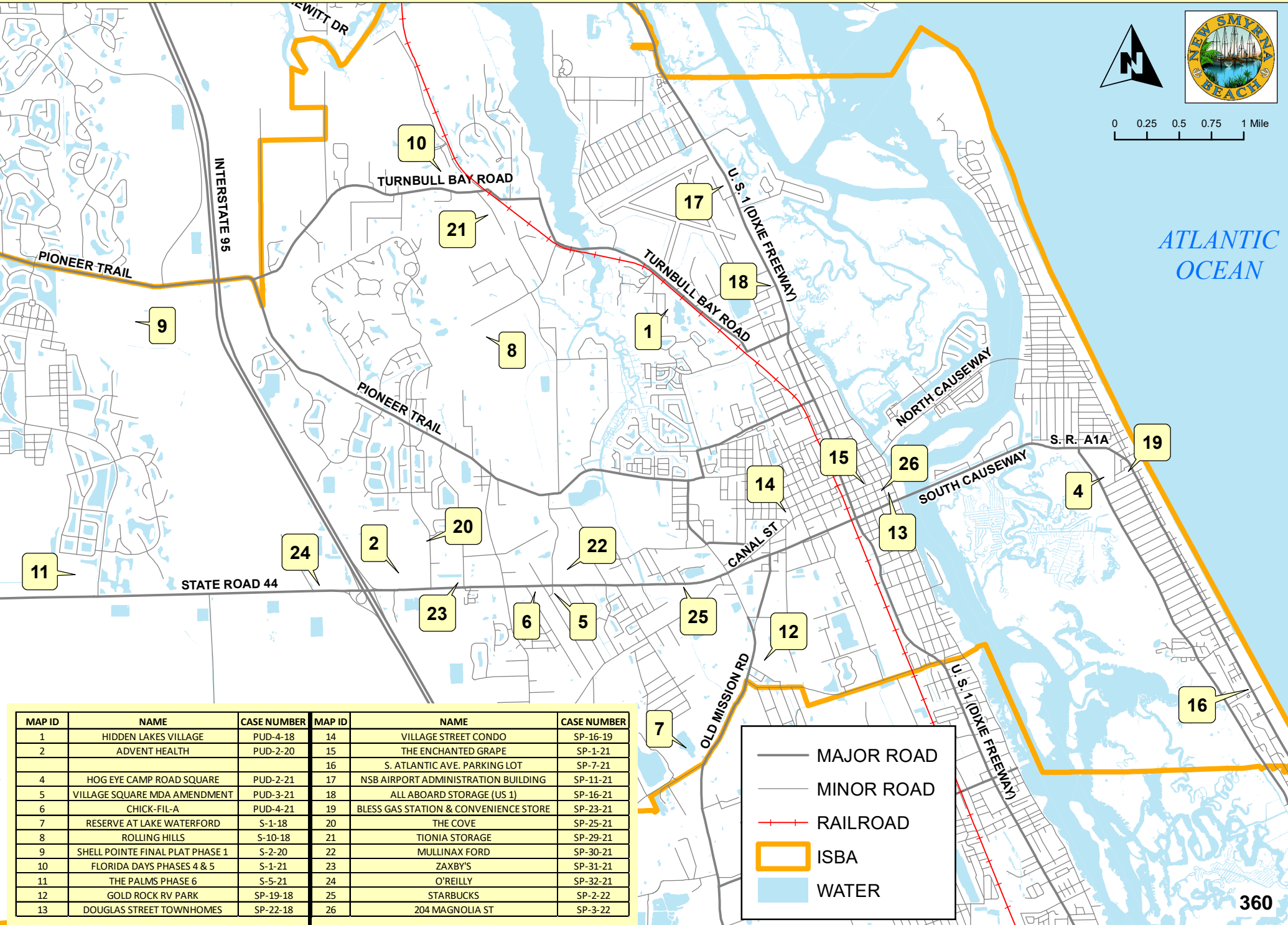
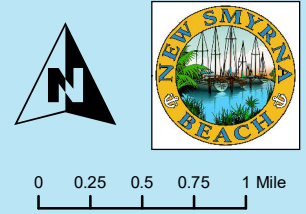
Map ID#	Project Name	Project Number	Location	Description	Final Approval By	Current Status	Next Step
1	Hidden Lakes Village	PUD-4-18	Turnbull Bay Road/Whispering Pines Drive	New PUD	Future City Commission Meeting	City Commission Approved PUD 1-26-2021	Applicant to Submit Development Plans for Staff Review
2	AdventHealth	PUD-2-20	NE Corner of SR 44 & I-95	New Medical Center	City Commission Meeting	City Commission Approved PUD 2-8-22	Applicant to Submit Development Plans for Staff Review
3							
4	Hog Eye Camp Road Square - MDA 2nd Amendment	PUD-2-21	Saxon Drive at 7th Ave	77 Townhomes	City Commission Meeting	City Commission Approved PUD 2-8-22	Applicant to Submit Development Plans for Staff Review
5	Village Square MDA Amendment	PUD-3-21	2360 SR 44	Retail / Office / Restaurant	Future City Commission Meeting	Staff Comments Issued	Applicant to Resubmit
6	CHICK-FIL-A Timberlane PUD	PUD-4-21	Oliver Drive and State Road 44	Restaurant with Drive-Thru	Future City Commission Meeting	Staff Comments Issued	Applicant to Resubmit
7	Reserve at Lake Waterford	S-1-18	Eslinger Road	45 Lot Residential Subdivision	Future City Commission Meeting	Staff Comments Issued	Applicant to Resubmit
8	Rolling Hills	S-10-18	Sugar Mill Drive	194 Lot Subdivision	Future City Commission Meeting	Submitted for Staff Review	Staff to Issue Comments
9	Shell Pointe Final Plat Phase 1	S-2-20	3350 Pioneer Trail	312 Lot Single Family Subdivision	Future City Commission Meeting	Phase 1 Staff Comments Issued	Applicant to Resubmit
10	Florida Days Phases 4 & 5	S-1-21	Cattail Circle	37 Lot Single Family Subdivision	Future City Commission Meeting	Submitted for Staff Review	Staff to Issue Comments
11	The Palms Phase 6	S-5-21	Venetian Bay	209 Single Family Lots	City Commission Meeting	City Commission Approved 3-8-22	Mylars and Plat Contract to be recorded
12	Gold Rock RV Park	SP-19-18	Old Mission Road	Add New RV Spaces	City Staff	Staff Approved	Applicant to Submit Building Plans
13	Douglas Street Townhomes	SP-22-18	118 Douglas Street	Three Unit Townhome	City Staff	Staff Comments Issued	Applicant to Resubmit
14	Village Street Condo	SP-16-19	Corner of Canal St and Village St	23 Residential Condo Units	City Staff	Submitted for Staff Review	Staff to Issue Comments

April 2022 Development Activity Report

Contact Planning Department at (386) 410-2830 with any questions regarding the DAR

Map ID#	Project Name	Project Number	Location	Description	Final Approval By	Current Status	Next Step
15	The Enchanted Grape	SP-1-21	323 Canal Street	Retail Store/Wine Bar	City Staff	Staff Comments Issued	Applicant to Resubmit
16	S. Atlantic Parking Lot	SP-7-21	Mathews Ave and S. Atlantic Ave	110 spaces parking lot	Planning and Zoning Board Denied Site Plan - March 7, 2022	Site Plan Denied	Applicant has 30 days to Appeal P&Z decision to City Commisison
17	NSB Airport Administrative Building	SP-11-21	City Airport	New Administrative and Maintenance Building	City Staff	Staff Comments Issued	Applicant to Resubmit
18	All Aboard Storage - US 1 at Ponce Street	SP-16-21	US 1 at Ponce Street	3-Story Mini-Storage Building	Furture Planning and Zoning Board Meeting	Submitted for Staff Review	Staff to Issue Comments
19	Bless Gas Station & Convenience Store	SP-23-21	1650 S. Atlantic	Convenience store and gas station	City Staff	Staff Comments Issued	Applicant to Resubmit
20	The Cove	SP-25-21	306 Sugar Mill Drive	Multi-Family with 47 Apartment buldings	Furture Planning and Zoning Board Meeting	Staff Comments Issued	Applicant to Resubmit
21	TIONIA STORAGE	SP-29-21	Tionia Rd	Storage Facility with 45 storage spaces	Furture Planning and Zoning Board Meeting	Staff Comments Issued	Applicant to Resubmit
22	MULLINAX FORD	SP-30-21	2317 State Road 44	Parking Lot Expansion	City Staff	Staff Comments Issued	Applicant to Resubmit
23	ZAXBY'S	SP-31-21	2659 State Road 44	3,148 SF Restaurant with drive-thru lane	City Staff	Staff Comments Issued	Applicant to Resubmit
24	O'REILLY AUTOPARTS	SP-32-21	Williamson Blvd & SR 44	7,445 SF Retail Building	City Staff	Staff Comments Issued	Applicant to Resubmit
25	STARBUCK'S	SP-34-22	1998 State Road 44	Restaurant with Drive-Thru	City Staff	Staff Comments Issued	Applicant to Resubmit
26	204 MAGNOLIA STREET	SP-35-22	204 Magnolia Street	Proposed restaurant addition and two apartments	City Staff	Staff Comments Issued	Applicant to Resubmit

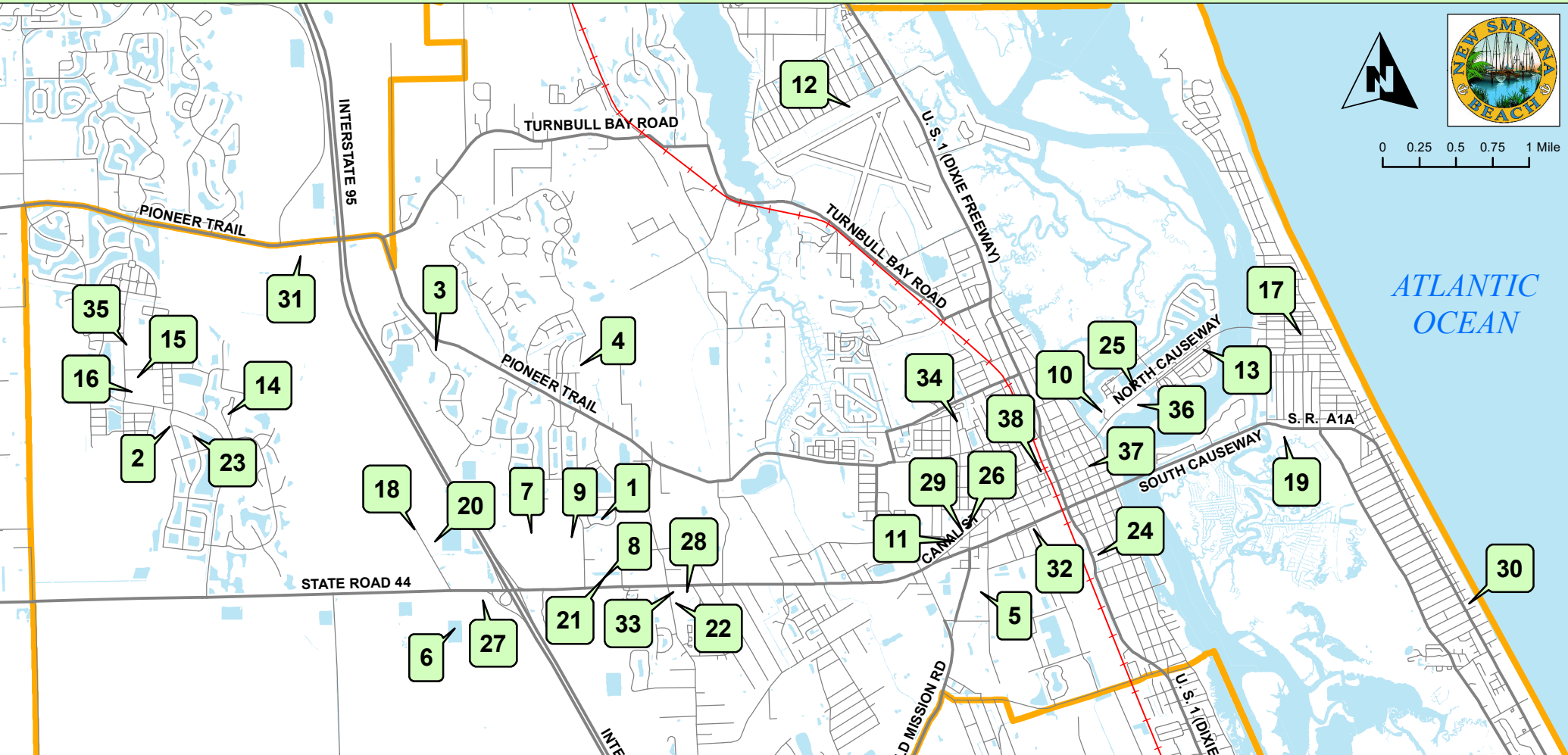
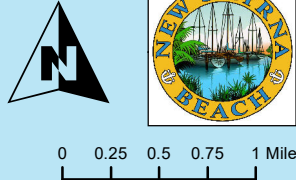
APRIL 2022 DEVELOPMENT ACTIVITY REPORT MAP



MAP ID	NAME	CASE NUMBER	MAP ID	NAME	CASE NUMBER
1	HIDDEN LAKES VILLAGE	PUD-4-18	14	VILLAGE STREET CONDO	SP-16-19
2	ADVENT HEALTH	PUD-2-20	15	THE ENCHANTED GRAPE	SP-1-21
4	HOG EYE CAMP ROAD SQUARE	PUD-2-21	16	S. ATLANTIC AVE. PARKING LOT	SP-7-21
5	VILLAGE SQUARE MDA AMENDMENT	PUD-3-21	17	NSB AIRPORT ADMINISTRATION BUILDING	SP-11-21
6	CHICK-FIL-A	PUD-4-21	18	ALL ABOARD STORAGE (US 1)	SP-16-21
7	RESERVE AT LAKE WATERFORD	S-1-18	19	BLESS GAS STATION & CONVENIENCE STORE	SP-23-21
8	ROLLING HILLS	S-10-18	20	THE COVE	SP-25-21
9	SHELL POINTE FINAL PLAT PHASE 1	S-2-20	21	TIONIA STORAGE	SP-29-21
10	FLORIDA DAYS PHASES 4 & 5	S-1-21	22	MULLINAX FORD	SP-30-21
11	THE PALMS PHASE 6	S-5-21	23	ZAXBY'S	SP-31-21
12	GOLD ROCK RV PARK	SP-19-18	24	O'REILLY	SP-32-21
13	DOUGLAS STREET TOWNHOMES	SP-22-18	25	STARBUCKS	SP-2-22
			26	204 MAGNOLIA ST	SP-3-22

- MAJOR ROAD
- MINOR ROAD
- RAILROAD
- ISBA
- WATER

APRIL 2022 PROJECTS APPROVED AND/OR UNDER CONSTRUCTION MAP



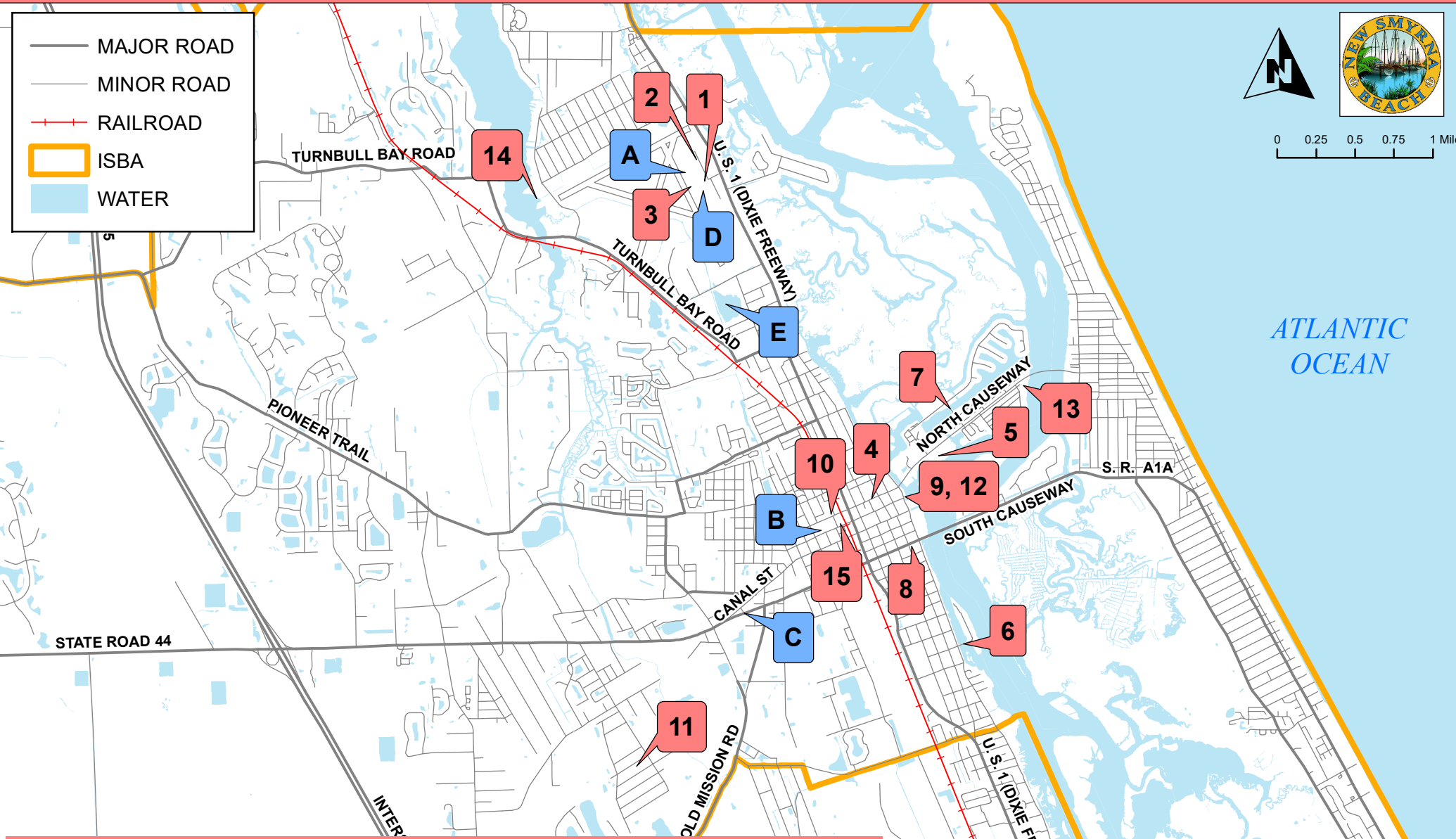
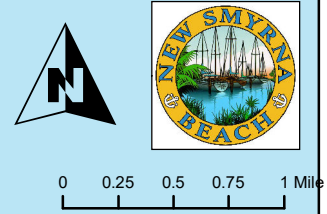
1	SARINNA LAKES	S-6-17	20	UTILITIES COMMISSION	SP-1-19
2	THE PALMS PHASE 5	S-6-18	21	7-11	SP-2-19
3	COASTAL WOODS UNIT D	S-7-18	22	ALL ABOARD STORAGE (S GLENCOE RD)	SP-10-19
4	COPPER CREEK PHASE 1 & 2	S-8-18	23	PALMS AMENITY CENTER	SP-11-19
5	OLD MISSION COVE SUBDIVISION	S-11-18	24	SMYRNA COASTAL CARPETS	SP-13-19
6	OCEAN GATE SUBDIVISION PLANS	S-5-19	25	177 N CAUSEWAY (MARINA EXPANSION)	SP-4-20
7	COASTAL WOODS MF (REPLAT)	S-1-20	26	DONATTI BOAT STORAGE	SP-5-20
8	COASTAL WOODS EAST & WEST	SP-11-16	27	HOLIDAY INN EXPRESS	SP-6-20
9	COASTAL WOODS APARTMENTS (THE COVE AT NEW SMYRNA)	SP-14-17	28	FIRESTONE AUTO CARE	SP-13-20
10	RIVERWALK PHASE 3	SP-3-18	29	KENNEL	SP-14-20
11	VOLUSIA PATIO	SP-6-18	30	GULFSTREAM VILLAS	SP-15-20
12	SOUTH ST STORAGE FACILITY	SP-10-18	31	FPL PHASE 2	SP-18-20
13	NORTH CAUSEWAY TOWNHOMES	SP-12-18	32	JOE'S CIGAR ROOM	SP-2-21
14	THE ISLES AT VENETIAN BAY SITE PLAN	SP-13-18:	33	WENDY'S	SP-8-21
15	VILLAGE CENTER EAST PHASE I	SP-23-18	34	GREENLAWN MANOR SENIOR HOUSING	SP-10-21
16	VILLAGE CENTER EAST PHASE II	SP-24-18	35	LUNA BELLA PARKING LOT	SP-18-21
17	300 JESSAMINE AVE	SP-27-18	36	AOB (NSB BOAT RAMP)	SP-20-21
18	UCNSB SUBSTATION EXPANSION PROJECT	SP-29-18	37	JIMMY HULA'S	SP-24-21
19	HYATT PLACE HOTEL	SP-30-18	38	SENIOR HOUSING DUPLEXES	

- MAJOR ROAD
- MINOR ROAD
- RAILROAD
- ISBA
- WATER

361

APRIL 2022 CITY CAPITAL IMPROVEMENT PROJECTS MAP

- MAJOR ROAD
- MINOR ROAD
- - - RAILROAD
- ▭ ISBA
- WATER



PLANNING, DESIGN, BIDDING, AWARDED					
MAP ID	PROJECT NAME	STATUS	MAP ID	PROJECT NAME	STATUS
1	AIRPORT ADMINISTRATION	DESIGN	9	OLD FORT WALL STABILIZATION	DESIGN
2	HANGARS B & C DEMO	DESIGN	10	HISTORIC WESTSIDE STORMWATER MP	DESIGN
3	WILDLIFE HAZARD MITIGATION	DESIGN	11	CORBIN PARK STORMWATER MP	DESIGN
4	WASHINGTON ST STREETSCAPE	DESIGN	12	MARINA BATHROOM UPGRADES	DESIGN
5	AOB SITE IMPROVEMENTS	ADVERTISE FOR BIDS	13	BUENA VISTA PARK POUR IN PLACE	DESIGN
6	5TH ST BRIDGE	ADVERTISE FOR BIDS	14	ROCCO PARK PIER REPLACEMENT	ON HOLD
7	BARRACUDA BLVD BRIDGE	CONTRACT AWARDED	15	RAILROAD ST PROJECT	BIDDING
8	WOMAN'S CLUB STABILIZATION	DESIGN			

UNDER CONSTRUCTION		
MAP ID	PROJECT NAME	STATUS
A	AIRFIELD MARKING AND SIGNAGE REHAB	UNDER CONSTRUCTION
B	BABE JAMES SHADE STRUCTURE	UNDER CONSTRUCTION
C	EMERGENCY TRAFFIC SIGNAL AT FS 50	UNDER CONSTRUCTION
D	TAXIWAY C REHABILITATION	UNDER CONSTRUCTION
E	INDIAN RIVER STORMWATER PROJECT	UNDER CONSTRUCTION



PERMIT ISSUANCE SUMMARY (10/01/2021 TO 03/13/2022) FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Antennas	Antenna	13	0	\$310,000.00	\$9,030.90
ANTENNAS TOTAL:		13	0	\$310,000.00	\$9,030.90
Building (Commercial)	Accessory/Detach Structure < 200 sf	2	400	\$39,100.00	\$970.49
	Accessory/Detach Structure > 200 sf	6	7,806	\$1,009,258.00	\$11,696.03
	Alteration, Remodel, Repair	32	38,779	\$1,867,383.55	\$29,070.37
	Awning	2	162	\$8,200.00	\$397.66
	Fence	10	7,383	\$160,264.55	\$3,085.40
	Handicap Ramp	2	1,100	\$37,685.00	\$907.02
	Interior Demo	1	876	\$2,000.00	\$142.71
	New Apartments	1	90,055	\$14,924,815.15	\$144,651.21
	New Condominium	2	28,000	\$500,000.00	\$4,765.52
	New Non-Residential	2	2,446	\$780,000.00	\$68,270.76
	Pavers/Patios/Driveways/Seal Coat &	5	36,661	\$60,837.00	\$1,751.13
	Re-roof	49	121,566	\$1,774,395.00	\$28,672.24
	Shutters	3	3,497	\$46,694.00	\$1,456.48
	Temporary Construction Trailer	2	1,360	\$9,500.00	\$511.11
Windows/Doors/Garage Doors	81	153,925	\$1,258,632.47	\$24,908.26	
BUILDING (COMMERCIAL) TOTAL:		200	494,016	\$22,478,764.72	\$321,256.39
Building (Residential)	Accessory/Detach Structure < 200 sf	18	3,405	\$93,099.00	\$2,233.30
	Accessory/Detach Structure > 200 sf	20	13,551	\$396,462.54	\$8,482.13
	Addition	18	13,114	\$1,815,155.00	\$11,612.59
	Alteration, Remodel, Repair	134	85,591	\$3,360,524.78	\$61,345.14
	Decks	9	7,358	\$117,331.00	\$2,812.15
	Fence	160	32,536	\$1,800,810.02	\$13,048.63
	Interior Demo	5	3,116	\$8,934.00	\$381.45
	Mobile Home	3	3,172	\$30,000.00	\$1,163.91
	Modular Home	1	2,000	\$245,000.00	\$2,353.54
	New Duplex	44	105,307	\$7,690,905.00	\$340,098.33
	New Single Family	308	828,003	\$68,630,779.01	\$2,274,483.27
	New Single Family Model Home	6	16,251	\$1,265,570.00	\$39,245.66
	New Townhouse	8	23,524	\$3,180,000.00	\$53,902.77
	Pavers/Patios/Driveways/Seal Coat &	82	73,140	\$505,955.90	\$6,842.38
	Re-roof	349	436,618	\$4,859,043.59	\$27,038.80
	Sales Center Model Home	1	2,362	\$153,530.00	\$7,613.01
	Screen Enclosure	58	33,602	\$614,839.00	\$18,737.84
	Screen Walls	23	3,709	\$53,794.00	\$3,441.51
	Shutters	17	26,446	\$196,904.00	\$1,336.16
	Siding	9	6,314	\$63,482.00	\$686.61
Windows/Doors/Garage Doors	191	187,512	\$1,683,441.56	\$14,551.14	
BUILDING (RESIDENTIAL) TOTAL:		1,464	1,906,631	\$96,765,560.40	\$2,891,410.32
Certificate of Occupancy	Certificate of Occupancy	121	301,963	\$21,880,702.00	\$0.00
	Temporary Certificate of Occupancy	4	12,730	\$1,211,875.00	\$0.00
CERTIFICATE OF OCCUPANCY TOTAL:		125	314,693	\$23,092,577.00	\$0.00
Demolition (Commercial)	Demolition	3	0	\$217,673.17	\$3,892.34
DEMOLITION (COMMERCIAL) TOTAL:		3	0	\$217,673.17	\$3,892.34
Demolition (Residential)	Demolition	23	18,546	\$283,742.00	\$5,713.74

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

PERMIT ISSUANCE SUMMARY (10/01/2021 TO 03/13/2022)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
DEMOLITION (RESIDENTIAL) TOTAL:		23	18,546	\$283,742.00	\$5,713.74
Dock & Seawalls (Commercial)	Docks	2	0	\$182,325.00	\$2,610.90
	Seawalls	1	0	\$40,147.00	\$1,060.08
DOCK & SEAWALLS (COMMERCIAL) TOTAL:		3	0	\$222,472.00	\$3,670.98
Dock & Seawalls (Residential)	Docks	16	0	\$714,200.00	\$8,671.20
	Seawalls	5	0	\$336,500.00	\$3,387.55
DOCK & SEAWALLS (RESIDENTIAL) TOTAL:		21	0	\$1,050,700.00	\$12,058.75
Electrical (Commercial)	Electrical Repairs	10	0	\$49,280.00	\$2,357.03
	Generator	1	0	\$18,000.00	\$510.23
	Service-New/Upgrade/Change	16	0	\$240,601.00	\$5,244.90
	Temporary Power	2	0	\$2,700.00	\$285.42
ELECTRICAL (COMMERCIAL) TOTAL:		29	0	\$310,581.00	\$8,397.58
Electrical (Residential)	Electrical Repairs	115	0	\$165,059.86	\$8,904.58
	Generator	42	0	\$351,572.45	\$3,421.74
	Service-New/Upgrade/Change	30	0	\$69,735.00	\$2,873.13
	Temporary Power	3	0	\$1,380.00	\$228.87
ELECTRICAL (RESIDENTIAL) TOTAL:		190	0	\$587,747.31	\$15,428.32
Engineering	Right of Way	77	107,208	\$0.00	\$768.75
	Site Clearing (Commercial)	3	1,305,300	\$0.00	\$3,633.63
ENGINEERING TOTAL:		80	1,412,508	\$0.00	\$4,402.38
Fire	Fire Alarm System	25	163,721	\$163,044.13	\$7,961.99
	Fire Line	1	5,697	\$25,000.00	\$1,056.04
	Fire Sprinkler System	9	188,327	\$405,989.00	\$16,743.92
	Fire Standpipe	1	334	\$32,160.00	\$1,342.44
	Fire Suppression	1	0	\$4,400.00	\$112.08
	Fire-Special Events-Tent	1	1,800	\$800.00	\$112.08
FIRE TOTAL:		38	359,879	\$631,393.13	\$27,328.55
Gas (Residential)	Gas Lines	55	0	\$102,526.98	\$4,415.68
	Gas Tanks	28	0	\$40,851.33	\$2,136.12
	Generator	5	0	\$53,318.32	\$381.45
GAS (RESIDENTIAL) TOTAL:		88	0	\$196,696.63	\$6,933.25
Mechanical (Commercial)	Mechanical New	8	0	\$129,595.00	\$3,199.46
	Mechanical Repair/Replace	27	0	\$817,552.68	\$10,062.43
MECHANICAL (COMMERCIAL) TOTAL:		35	0	\$947,147.68	\$13,261.89
Mechanical (Residential)	Mechanical Repair/Replace	446	0	\$2,539,234.00	\$33,720.18
MECHANICAL (RESIDENTIAL) TOTAL:		446	0	\$2,539,234.00	\$33,720.18
Plumbing (Commercial)	Plumbing New/Adding Service/Upgrad	1	0	\$1,790.00	\$142.71
	Plumbing Repairs/Replace	8	0	\$59,955.00	\$1,876.73
PLUMBING (COMMERCIAL) TOTAL:		9	0	\$61,745.00	\$2,019.44

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

PERMIT ISSUANCE SUMMARY (10/01/2021 TO 03/13/2022)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Plumbing (Residential)	Plumbing New/Adding Service/Upgrac	16	0	\$71,642.00	\$1,560.49
	Plumbing Repairs/Replace	110	0	\$220,397.47	\$8,331.51
PLUMBING (RESIDENTIAL) TOTAL:		126	0	\$292,039.47	\$9,892.00
Pool (Commercial)	Pool Resurfacing	1	800	\$11,000.00	\$655.17
POOL (COMMERCIAL) TOTAL:		1	800	\$11,000.00	\$655.17
Pool (Residential)	In Ground	60	45,227	\$9,972,003.00	\$42,304.98
	Pool with Enclosure	39	35,662	\$2,877,717.50	\$28,249.01
POOL (RESIDENTIAL) TOTAL:		99	80,889	\$12,849,720.50	\$70,553.99
Sign	Monument	11	289	\$45,932.00	\$2,223.90
	Sign - Face Change	5	200	\$10,091.54	\$825.79
	Temporary Sign/Banner	2	134	\$900.00	\$285.42
	Wall Mounted	13	465	\$52,252.00	\$2,993.05
SIGN TOTAL:		31	1,087	\$109,175.54	\$6,328.16
Solar (Residential)	Solar	16	0	\$447,402.80	\$1,220.64
SOLAR (RESIDENTIAL) TOTAL:		16	0	\$447,402.80	\$1,220.64
Special Events	Special Event Continuous	2	0	\$0.00	\$965.42
	Special Event Major	10	0	\$0.00	\$2,871.80
	Special Event Minor	1	0	\$0.00	\$172.31
SPECIAL EVENTS TOTAL:		13	0	\$0.00	\$4,009.53
Tree Removal	Tree Removal Commercial	12	0	\$0.00	\$845.00
	Tree Removal Residential	58	0	\$0.00	\$1,974.00
TREE REMOVAL TOTAL:		70	0	\$0.00	\$2,819.00
GRAND TOTAL:		3,123	4,589,049	\$163,405,372.35	\$3,454,003.50

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

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

CITY CLERK'S REPORT.

March 22, 2022

Background:

The City Clerk's Office would like to share the following information:

Elections

The 2022 Election information is located on the City Clerk's webpage. The seats up for election are the Mayoral Seat (two year term), Zone 1 City Commissioner (four year term) and Zone 2 City Commissioner (four year term). The Primary Election will be held on Tuesday, August 23, 2022 and the General Election will be held on Tuesday, November 8, 2022.

Upcoming Events

- Wednesday, March 23, 2022: 40 Under Forty Luncheon, Ocean Center @ 11:30 am.
- Wednesday, March 23, 2022: Former Mayor Vandergriff's Memorial Service, Brannon Center @ 5:30 pm.
- Thursday, March 24, 2022: VLOC Dinner Meeting, Deland @ 6:00 pm.
- Tuesday, March 29, 2022: New Member Reception at the SEV Chamber @ 4:00 pm.
- Thursday, March 31, 2022: Public Meeting at the Coronado Civic Center - Peninsula Avenue & Flagler Avenue Intersection Improvements @ 5:30 pm.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk